



# INDEPENDENT DEVELOPMENT TRUST

Contract No.: DoEEC/03/2022/2023

A Tender for Category **5GB or higher** CIDB Registered Contractors

## CABANE JUNIOR SECONDARY SCHOOL

LOCATED IN CABANE VILLAGE, MOUNT FRERE, UMZIMVUBU LOCAL

MUNICIPALITY UNDER ALFRED NDZO DISTRICT

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**  
Physical Address  
Palm Square Business Centre  
Silverwood House  
Bonza Bay, Beacon Bay  
East London, 5247  
Name: Mr S. Makhura  
Tel: (043) 711 6000

**PREPARED BY:**

**R and G Group of Consultants**  
Physical Address  
7 Sisson Street  
ECDC House, Fort Gale  
Mthatha, 5100  
Name: Mr R.H Marembo  
Tel: 047 531 1106



## **INDEPENDENT DEVELOPMENT TRUST**

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's

space, 8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet

Addition works: 53m<sup>2</sup> veranda, 36m<sup>2</sup> Play area, play area equipment, Electrical Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m<sup>2</sup> Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water)

95m Storm water drainage, 350m<sup>2</sup> Driveways and Parking, 400m<sup>2</sup> Walkways, 85m<sup>2</sup> Ramps, 470m<sup>2</sup> Retaining Wall, Removal of existing work by previous contractor

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## **CABANE JUNIOR SECONDARY SCHOOL**

**LOCATED IN CABANE VILLAGE, MOUNT FRERE, UMZIMVUBU LOCAL  
MUNICIPALITY UNDER ALFRED NDZO DISTRICT**

**TENDER NO: DoEEC/03/2022/2023**

**CLOSING DATE: 11<sup>th</sup> July 2022 @ 11H00**

### **ISSUED**

#### **Independent Development Trust**

Physical Address,  
Palm Square Business Centre  
Silverwood House  
Bonza Bay, Beacon Bay  
East London, 5247  
Contact Name: Mr S. Makhura  
Telephone: 043 711 6000

### **PREPARED**

#### **R and G Group of Consultants**

Physical Address,  
7 Sisson Street  
ECDC House  
Fort Gale, Mthatha, 5100  
Contact Name: R.H Marembo  
Tel: 047 531 1106



## INDEPENDENT DEVELOPMENT TRUST

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's space,

8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet

Addition works: 53m<sup>2</sup> veranda, 36m<sup>2</sup> Play area, play area equipment, Electrical Installation, Lightening Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m<sup>2</sup> Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water)

95m Stormwater drainage, 350m<sup>2</sup> Driveways and Parking, 400m<sup>2</sup> Walkways, 85m<sup>2</sup> Ramps, 470m<sup>2</sup> Retaining wall, Removal of existing work by previous contractor

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## INDEPENDENT DEVELOPMENT TRUST

### T1.1 Tender Notice and Invitation to Tender

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's space,

8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet

Addition works: 53m<sup>2</sup> veranda, 36m<sup>2</sup> Play area, play area equipment, Electrical

Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser,

157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m<sup>2</sup>

Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water)

95m Stormwater drainage, 350m<sup>2</sup> Driveways and Parking, 400m<sup>2</sup> Walkways, 85m<sup>2</sup>

Ramps, 470m<sup>2</sup> Retaining wall, Removal of existing work by previous contractor

It is estimated that tenderers should have a CIDB contractor grading of **5GB or higher**

The physical address for submission of tender documents is:

#### INDEPENDENT DEVELOPMENT TRUST OFFICES

**Palm Square Business Centre Silverwood House**

**Bonza Bay, Beacon Bay East London, 5247**

Bid Documents which must be completed and submitted are available for download on IDT website: [www.idt.org.za/business-opportunities/current](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 the 10<sup>th</sup> June 2022. All documents must be downloaded and printed by the bidders from the abovementioned sites.

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

**Contact Name: Mr S. Makhura**

**Telephone: 043 711 6000**

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

Or

**Mr. R.H Marembo**  
**Tel No 047 531 1106**  
**Fax No 047 531 4243**  
**E- mail ralph@rgconsultants.co.za**

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

**INDEPENDENT DEVELOPMENT TRUST OFFICES**  
**Palm Square Business Centre Silverwood House**  
**Bonza Bay, Beacon Bay East London, 5247**

**Compulsory Site Briefing Meeting will take place on the 23<sup>rd</sup> of June 2022 @ 11am at Cabane JSS in Cabane Village, near the town of Mount Frere, in Umzimvubu Local Municipality, under Alfred Nzo District Municipality in the Eastern Cape Province of South Africa. The co-ordinates to the site are as follows: -31,00109 S; 28,97203 E**

The closing date and time for receipt of tenders is **11<sup>th</sup> July 2022 @ 11h00**

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

**PLEASE NOTE THE FOLLOWING IMPORTANT DATES**

- **Tender Closing Date: 11<sup>th</sup> July 2022 @ 11h00**



# INDEPENDENT DEVELOPMENT TRUST

**BID NOTICE No: DoEEC/03/2022/2023: 10<sup>th</sup> June 2022**

**Note: BID closes on 11<sup>th</sup> July 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>Cabane JSS -31,00109 S; 28,97203 E</b>	<b>Mount Frere</b>	<b>DOE15ECA R011</b>	<b>200501278</b>	<b>23 June 2022 @11am</b>	<b>5 GB or Higher</b>	Wayne Buss  Ikamva Architects  082 574 4741

**Compulsory Site Briefing Meeting** will take place at Cabane JSS in **Cabane Village**, near the town of **Mount Frere**, in **Umzimvubu Local Municipality**, under **Alfred Nzo District Municipality** in the Eastern Cape Province of South Africa. The co-ordinates to the site are as follows: **-31,00109 S; 28,97203 E**

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 **10 June 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**

### **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)
  - ✓ Bidder's Disclosure (SBD 4)
  - ✓ Preference Points Claim Forms (SBD 6.1)
  - ✓ 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( 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.
- Completion of form of offer in the tender document **in full & signed.**
- Reference letters must be signed and stamped by Principal Agent or Client.
- 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

**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 3 – Price**

In order to claim and be awarded B-BBEE points bidders must submit an original certified copy of B-BBEE certificate issued by a SANAS accredited agency or by the Company and Intellectual Property Commission (CIPC). In cases of a Joint Venture, an original consolidated B-BBEE certificate issued by SANAS accredited verification agency will be accepted.

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 R Marembo

**Tel no:** 071 687 6346

**Email address:** [ralph@rgconsultants.co.za](mailto:ralph@rgconsultants.co.za)

**SCM 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

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

## INDEPENDENT DEVELOPMENT TRUST

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's space, 8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet

Addition works: 53m<sup>2</sup> veranda, 36m<sup>2</sup> Play area, play area equipment, Electrical Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m<sup>2</sup> Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water) 95m Stormwater drainage, 350m<sup>2</sup> Driveways and Parking, 400m<sup>2</sup> Walkways, 85m<sup>2</sup> Ramps, 470m<sup>2</sup> Retaining wall, Removal of existing work by previous contractor

### 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:**

<b>Clause number</b>	<b>Tender Data for BID NO: BID No: DoEEC/03/2022/2023</b>
F.1.1	The employer is the <b>Independent Development Trust, Limpopo Region</b>
F.1.2	<p>The tender documents issued by the employer comprises:</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p><b>Part 1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Adjudicator's appointment</p> <p><b>Part 2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity schedules / Bills of Quantities</p> <p><b>Part 3: Scope of work</b></p> <p>C3 Scope of work</p> <p><b>Part 4 : Site information</b></p> <p>C4 Site information</p> <p><b>Addenda</b></p> <p><b>Addendum A : Occupational Health &amp; Safety Regulations &amp; Specification</b></p> <ul style="list-style-type: none"> <li>- Covid-19 Specification</li> <li>- HIV/AIDS Specification</li> </ul> <p><b>Addendum B : Notification of Construction work</b></p> <p><b>Addendum C : Environmental Management Plan</b></p> <p><b>Addendum D : Drawings</b></p> <p><b>Addendum E : JBCC</b></p>
F.1.4	<p>The employer's agent is:</p> <p>Name: R and G Group of Consultants</p> <p>Address: 7 Sisson Street, Fort Gale Mthatha,5100</p> <p>Tel: 047 531 1106</p> <p>Fax: 047 531 4243</p> <p>E-mail: <a href="mailto:ralph@rgconsultants.co.za">ralph@rgconsultants.co.za</a></p>

- 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 5GB 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 5GB 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 **(5GB or higher ) General Building** class of construction work.

- F.2.7 There shall be compulsory briefing with representatives of the employer

- 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  
F2.15.1 be shown on each tender offer package are:

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

INDEPENDENT DEVELOPMENT TRUST OFFICES

Palm Square Business Park,  
Silverwood house East London  
5247

**Identification details:**

**Project no: BID No: DoEEC/03/2022/2023**

**Title:** Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's space, 8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette. Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet  
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**Postal address: IDT, PALM SQUARE BUSINESS PARK, SILVERWOOD HOUSE, BONZA BAY ROAD, BEACON BAY, EAST LONDON, 5247**

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

**Closing date: 11<sup>th</sup> July 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 **11 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**

<b>No</b>	<b>Gate Keeper (Compulsory) Criteria</b>	<b>Gate Keeper Criteria Description</b>
1	Proof of authority to sign the document must be submitted e.g. company resolution.	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 Bill 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	Bidder's Closure (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	Duly Completed and Signed Preference points claim form in terms of PPPFA, Procurement Regulations 2017 (SBD 6.1)	Fully & Duly Completed and Signed Preference points claim form in terms of PPPFA, Procurement Regulations 2017 (SBD 6.1). All blanks spaces must be completed. Bidders to indicate items that are not applicable.
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

		<p>be kept by the bidder for verification/audit upon appointment. All blanks spaces must be completed. Bidders to indicate items that are not applicable.</p> <p>Only locally (South Africa) manufactured product that meet the stipulated minimum threshold for local content will be considered (Preferential Procurement Regulations 2017).</p> <p>A Bid that fails to meet the stipulated threshold for local production and content is unacceptable and will be disqualified</p>
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.	<p>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.</p>

**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.
- All Bidders are required to be registered on CSD (Central Supplier Database) with National Treasury.
- Please Provide CSD Registration report with supplier number with your Bid.

### 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 in terms of the 90/10 price/preference points system in line with Preferential Procurement Policy Framework Act (Act No.5 of 2000).

The functionality will be scored using the following values

Functionality area	Points
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>

:

#### 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 references to 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:

Number of Similar Construction Projects completed in the last 10 years	Number of points
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 4-8years	Between 8-12 years	Over 12 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).

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					

#### 4.3.4. referential procurement system

90/10 preferential procurement system to be utilized as per PPPFA 2017. The project is above R50m.

Variables	Total Points	Criteria	Description Of Criteria	Points
<u>B-BBEE</u>	<u>20</u>	B-BBEE Contributor level 1	Points allocated to entities who are contributing towards the empowerment of black people (a SANAS accredited B-BBEE Certificate MUST be submitted with the bid documents before any points can be allocated)	20
		B-BBEE Contributor level 2		18
		B-BBEE Contributor level 3		14
		B-BBEE Contributor level 4		12
		B-BBEE Contributor level 5		8
		B-BBEE Contributor level 6		6
		B-BBEE Contributor level 7		4
		B-BBEE Contributor level 8		2
		Non-compliant contributor	Bidders to submit Original Sworn Affidavit B-BBEE or SANAS certified copies not older than 6 months).  Joint Ventures / Consortia entities must submit a consolidated B-BBEE certificate from SANAS-Accredited verification agency in order to qualify for points for their B-BBEE status level as an incorporated entity. Sworn affidavits for joint ventures will not be considered.	0
Financial Offer / Price:				
Financial Offer/Price	80	Formula=2 Option 1,A=(1-{p-pm/pm})	Formula used to calculate financial offer/price points	
		Pm=The comparative Price offer of the mean/average quantifying tenderer		
		P=The comparative offer of the tender under consideration		
	100			

#### BBBEE

A bidder must submit proof of B-BBEE status level of contributor. A tenderer failing to submit proof of B- BBEE status level of contribution or is a non-compliant contributor to B-BBEE may not be disqualified,

but-may only score points out of 90 for price; and scores 0 points out of 10 for B-BBEE.

Bidders who qualify as EMEs should submit Original Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

Joint Ventures / Consortia entities must submit a consolidated B-BBEE certificate from SANAS-Accredited verification agency in order to qualify for points for their B-BBEE status level as an unincorporated entity. Including EMEs and QSE, sworn affidavit Join Venture will not be considered as is not valid

## 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	<b>Detailed Construction Programme</b>	Detailed Construction Programme
12	Detailed Cash-Flow	Detailed Cash-Flow
13	<b>Key Personnel</b>	Curriculum Vitae of Key Personnel and Certified Qualifications that are not older than 6 months
14	Proposed Project Organogram	Proposed Project Organogram
15	Detailed Resourcing schedule	Detailed Resourcing schedule
16	Schedule of Proposed Domestic Sub-Contractors	Schedule of Proposed Domestic Sub-Contractors
17	Contractor's Safety Record	Contractor's Safety Record
18	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.

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

**PROJECT NAME and 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					
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:** .....

**Stamp**

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

**Date:** .....

**Stamp**

**T2.1.20 EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A  
SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES**

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

**PROJECT NAME and SCOPE OF WORK:**

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

**Client:** ..

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

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

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

<b>Description / Performance</b>	<b>Very poor (1)</b>	<b>Poor (2)</b>	<b>Fair (3)</b>	<b>Good (4)</b>	<b>Excellent (5)</b>
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					

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

**Telephone:**.....

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

**Date:**.....

**Stamp**

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

**Date:**.....

**Stamp**

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**Client:** ..

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

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

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

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
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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?

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 .....

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

**Telephone:** .....

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

**Date:** .....

**Stamp**

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

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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?

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 .....

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

**Telephone:**.....

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

**Date:** .....

**Stamp**

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

**Date:** .....

**Stamp**

**T2.1.20 EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES**

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

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

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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:** .....

**Stamp**

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

**Date:** .....

**Stamp**

**T2.1.20 EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES**

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

**PROJECT NAME and SCOPE OF WORK:**

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**Client:** ..

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

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

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

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
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Quality of site management					
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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:**.....

**Stamp**

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

**Stamp**

B1.2 Project Shedule				
Project Start Date		A		
		15-Sep-22		
B1.2 (a) Site preparation				
Item No.	Description of activity	Start Date	Finish Date	No. of Calendar days
		B	C	D
1	Site clearance, leveling and preparation complete			
2				
3				
B1.2 (b) Construction of new school facility				
Item No.	Description	Start Date	Finish Date	No. of Calender days
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
B1.2 (c) Finishing				
Item No.	Description of activity	Start Date	Finish Date	No. of Calendar days
		H	I	J
22	Commissioning of Services; water, sewer, electricity and HAND OVER			
B1.2 (d) Summary: Project Duration				
	Project Start Date	Project Finish / Hand Over Date (P)	Total Number of Calendar Days (I - A)	
	A	I	K	
	15-Sep-22			

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

LIST THE FIVE LARGEST PROJECTS COMPLETED BY YOUR FIRM IN THE LAST TEN YEARS			
<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>

### **Record of Addenda to tender documents**

<i>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:</i>		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

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.**

<b>PLANT AND EQUIPMENT</b>	<b>DESCRIPTION (type, size, capacity etc)</b>	<b>LICENSE NUMBER</b>	<b>YEAR OF MANUFACTURE</b>
<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**

<b>PLANT AND EQUIPMENT</b>	<b>DESCRIPTION (type, size, capacity etc)</b>	<b>LICENSE NUMBER</b>	<b>HOW ACQUIRED</b>	
			<b>HIRE / BUY</b>	<b>SOURCE</b>
<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:.....

## REFERENCES

The following is a statement of traceable, current References (suppliers and/or plant hire):

[illegible]

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:.....

***This section must be completed in full and aligned to attachments, organogram submitted failure to do so will result in no allocation of points***

**CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)**

***(CVs and Certified Qualifications that are not older than 6 months are required only for site agent and contract or project manager).***

**CV FOR CONTRACT OR PROJECT MANAGER**

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

**Certification:**

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

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

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

## CV FOR SITE AGENT

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

### Certification:

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

.....

SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

DATE

.....

INCUMBANT'S IDENTITY NUMBER

**CV FOR TECHNICIAN / ARTISAN**

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

**Certification:**

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

.....

SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

DATE

.....

INCUMBANT'S IDENTITY NUMBER

## CV FOR FOREMAN

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

### Certification:

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

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

DATE

.....  
INCUMBANT'S IDENTITY NUMBER

## **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.

**NOTE: ONLY COMPUTIRSED PRELIMINARY PROGRAM WILL BE  
CONSIDERED**

### **PROGRAMME (EXAMPLE ONLY)**

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

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

*The following aspects of the preliminary programme will be considered:*

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

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

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

## PART A

## INVITATION TO BID

## YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT DEVELOPMENT TRUST

BID NUMBER:	<b>DoEEC/03/2022/2023</b>	CLOSING DATE:	<b>11<sup>th</sup> July 2022</b>	CLOSING TIME:	<b>11h00</b>
DESCRIPTION	Construction of Block A – 1 x 105m <sup>2</sup> Grade R Classroom, including 77m <sup>2</sup> learning and teacher's space, 8m <sup>2</sup> sick bay, 9m <sup>2</sup> storeroom and 11m <sup>2</sup> Kitchenette. Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet Addition works: 53m <sup>2</sup> veranda, 36m <sup>2</sup> Play area, play area equipment, Electrical Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m <sup>2</sup> Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water) 95m Storm water drainage, 350m <sup>2</sup> Driveways and Parking, 400m <sup>2</sup> Walkways, 85m <sup>2</sup> Ramps, 470m <sup>2</sup> Retaining Wall, Removal of existing work by previous contractor				

## BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED

Palm Square Business Centre, Silverwood House

East London

5247

## BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

## TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	<b>Mr S. Makhura</b>	CONTACT PERSON	Mr Wayne Buss
TELEPHONE NUMBER	<b>043 711 6000</b>	TELEPHONE NUMBER	082 574 4741
FACSIMILE NUMBER	043 748 5370	FACSIMILE NUMBER	
E-MAIL ADDRESS	<b>samM@idt.org.za</b>	E-MAIL ADDRESS	<b>kokstad@ikamva-architects.co.za</b>

## SUPPLIER INFORMATION

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE	TAX COMPLIANCE		OR	CENTRAL SUPPLIER	MAAA

STATUS	SYSTEM PIN:		DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>				
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?  <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><b>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.</b></p>				

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE 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](http://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<sup>1</sup> in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

---

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 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

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

---

**1. GENERAL CONDITIONS**

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

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

1.2

- a) The value of this bid is estimated to not exceed R10 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

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

$P_t$  = Price of bid under consideration

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

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

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

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

#### 5. BID DECLARATION

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

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

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

#### 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....  
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

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

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

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

### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

1.6 A bid may be disqualified if –

- (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		NO	
-----	--	----	--

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency 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>. 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:** \_\_\_\_\_

### Local Content Declaration - Summary Schedule

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

Pula	0	EU	0	GBP	0
------	---	----	---	-----	---

[illegible]

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

(D1) Tender No:	DoEEC/03/2022/2023		<div>Note: VAT to be excluded from all calculations</div>
(D2) Tender description:	Cabane JSS ECD Centre		
(D3) Designated Products:			
(D4) Tender Authority:			
(D5) Tendering Entity name:			
(D6) Tender Exchange Rate:	Pula	EU R 9,00	GBP R 12,00

#### 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

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

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

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)	

## Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No. DoEEC/03/2022/2023  
 (E2) Tender description: Cabane JSS ECD Centre  
 (E3) Designated products:  
 (E4) Tender Authority:  
 (E5) Tendering Entity name:

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
<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:

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's space,

8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet

Addition works: 53m<sup>2</sup> veranda, 36m<sup>2</sup> Play area, play area equipment, Electrical Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m<sup>2</sup> Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water)

95m Stormwater drainage, 350m<sup>2</sup> Driveways and Parking, 400m<sup>2</sup> Walkways, 85m<sup>2</sup> Ramps, 470m<sup>2</sup> Retaining wall, Removal of existing work by previous contractor

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**

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 Centre, Silverwood House  
East London  
5247

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

.

## Schedule of Deviations

1 Subject .....

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Details .....

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2 Subject .....

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Details .....

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3 Subject .....

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Details .....

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4 Subject .....

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Details .....	
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5 Subject .....	
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Details .....	
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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

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's space,

8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet

Addition works: 53m<sup>2</sup> veranda, 36m<sup>2</sup> Play area, play area equipment, Electrical Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m<sup>2</sup> Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water) 95m Stormwater drainage, 350m<sup>2</sup> Driveways and Parking, 400m<sup>2</sup> Walkways, 85m<sup>2</sup> Ramps, 470m<sup>2</sup> Retaining wall, Removal of existing work by previous contractor

### C1.2 Contract Data for BID NO: DoEEC/03/2022/2023

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.

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 or to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.

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

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

(e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately

insured or insured to the  
specific limit stated in the contract against the death of or injury to  
persons or damage to such  
property consequent on such removal or interference with the support  
until such portion of the **works**  
has been completed.

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

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  
32.5.4 the **contractor**.”  
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  
(41.1.3) Delete in the Substitute Provisions (41.0 State Clauses) clause 41.1.3 the definitions for **CONSTRUCTION PERIOD** and **INTEREST**. Sub-clause 1.1 definitions will apply (see contract data)
- 10.1  
10.2  
10.4  
(41.0) Delete in the Substitute Provisions (41.0 State Clauses) clauses 10.1, 10.2 and 10.4 so that the provisions of sub-clauses 10.1, 10.2 and 10.4 of the non-**state** clauses will apply to the **state**.
- 11.1  
(41.0) Delete in the Substitute Provisions (41.0 State Clauses) clause 11.1 so that the provisions of clause 11.1 of the non-**state** clause will apply to the **state**.
- 12.1  
(41.0) Delete in the Substitute Provisions (41.0 State Clauses) clause 12.1 so that the provisions of clause 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  
(41.0) Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read “Where the **contractor** is responsible for insurances, the **contractor** shall .....”
- 31.11.1  
31.11.2  
(41.0) Delete in the Substitute Provisions (41.0 State Clauses) sub-clauses 31.11.1 and 31.11.2 so that the provisions of sub-clause 31.11.1 of the non-**state** clause will apply to the **state**.
- 36.7  
37.5  
39.5 Add in the Substitute Provisions (41.0 State Clauses) as clauses 36.7, 37.5 and 39.5, the following:

- (41.0) Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer** or the **contractor**, or for any reason whatsoever, the **contractor** shall on written instruction, 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 40.2.2, 40.3, 40.4, 40.5 and 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	<p>An employer must give a worker a statement containing the following details at the start of employment –</p> <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 R95 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 –

			<p>(a) work in a way that does not endanger his/her health and safety or that of any other person;</p> <p>(b) obey any health and safety instruction;</p> <p>(c) obey all health and safety rules of the SPWP;</p> <p>(d) use any personal protective equipment or clothing issued by the employer;</p> <p>(e) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.</p>
		<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-
			<p>(a) the worker's full name;</p> <p>(b) the name and address of the employer;</p> <p>(c)</p> <p>(d) the work performed by the worker;</p> <p>(e) any training received by the worker as part of the SPWP;</p> <p>(f) the period for which the worker worked on the SPWP;</p> <p>(g) any other information agreed on by the employer and worker.</p>
<b>A2</b>	<b>A2.0</b>	<b>Mandatory Sub-Contracting (Only for projects above R 30 Million)</b>	
	<b>A2.1</b>	The Contractor must sub-contract 30% 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>A4</b>	<b>A4.0</b>	<b>Attendance to Domestic Sub-Contractors in terms of clauses A2 above</b>
	<b>A4.1</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.
<b>A5</b>	<b>A5.0</b>	
	<b>A5.1</b>	
<b>A6</b>	<b>A6.0</b>	<b>Expanded Public Works Programme</b>
	<b>A6.1</b>	The Contractor will be required to employ staff which satisfies the EPWP requirements as per the Guidelines for the implementation of labor-intensive infrastructure projects.

## Part 1: Contract Data Completed by the Employer

Clause	Item and data
1.2	<p>The Employer is THE INDEPENDENT DEVELOPMENT TRUST The address of the Employer is: Palm Square Business Centre, SilverwoodHouse Telephone: 015-295 0000 Facsimile: 015-295 6559 Address (physical): IDT East London, Palm Square Business Centre, Silverwood House, East London, 5247</p>
5.1	<p>The Principal Agent is IKAMVA ARCHITECTS &amp; ARCHITECTS Telephone: 039 727 5502 Facsimile: 039 727 4220 Address (physical): 3Voorrwards Street KOKSTAD 4700</p>
5.2	<p>Agent (1) is IKAMVA ARCHITECTS &amp; ARCHITECTS Agent's service: Architect Telephone: 039 727 5502 Facsimile: 039 727 4220 Address (physical): 3Voorrwards Street KOKSTAD 4700</p>
5.3	<p>Agent (2) is R and G GROUP OF CONSULTANTS Agent's service: Quantity Surveying Services Telephone: 047 531 1106 Facsimile: 047 531 4243 Address (physical): 7Sission Street Fort Gale, Mthatha 5100</p>

5.4

Agent (3) is ZNM CONSULTING ENGINEERS

Agent's service: Civil / Structural Engineers

Telephone: 087 350 4035

Facsimile: 086 608 3511

Address (physical):

8A Bonza bay Road East London,5247

5.5

Agent (4) is: EVANS CONSULTING ENGINEERS CC

Agent's service: Electrical / Mechanical Engineers

Telephone: 043 721 3692

Facsimile: 043 721 1553

Address (physical):

17 Surrey Road Vincent East London

5247

- 1.1 **The Works comprises** of Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's space, 8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.  
Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet  
Addition works: 53m<sup>2</sup> veranda, 36m<sup>2</sup> Play area, play area equipment, Electrical Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m<sup>2</sup> Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water) 95m Stormwater drainage, 350m<sup>2</sup> Driveways and Parking, 400m<sup>2</sup> Walkways, 85m<sup>2</sup> Ramps, 470m<sup>2</sup> Retaining wall, Removal of existing work by previous contractor
- 1.1 **THE SITE IS LOCATED IN CABANE VILLAGE, MOUNT FRERE, UMZIMVUBU LOCAL MUNICIPALITY UNDER ALFRED NDZO DISTRICT**
- 1.1 The **Works** or installations to be undertaken by **direct contractors** comprises  
22.2  
Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's space, 8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.  
Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet  
Addition works: 53m<sup>2</sup> veranda, 36m<sup>2</sup> Play area, play area equipment, Electrical Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m<sup>2</sup> Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water) 95m Stormwater drainage, 350m<sup>2</sup> Driveways and Parking, 400m<sup>2</sup> Walkways, 85m<sup>2</sup> Ramps, 470m<sup>2</sup> Retaining wall, Removal of existing work by previous contractor
- 41.0 The Employer is an organ of **State**  
31.11.2  
11.2  
31.4.2  
26.1.2
- 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
- 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 11 months after contractual commencement date  
The **penalty** per **calendar day** is 3 cents per R100 of the contract value

- 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 20%** with a deductible in an amount that the **contractor** deems appropriate.
- 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 **R10, 000,000.00 with** a deductible in an amount as determined by the contractor's insurance company.
- 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 not 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 indices are applicable:
- 31.3 There is no latest day of the month for the issue of an interim payment certificate.
- 14.5 The employer will not provide advanced payments against an advanced payment guarantee.
- 14.2 and 14.4 The **construction guarantee** is to be a fixed guarantee in an amount of 10% of the contract sum and payment reduction
- 40.0 Dispute resolution shall be by adjudication  
or  
~~Dispute determinations shall be by arbitration~~

## Part 2: Contract Data completed by the Contractor

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

## INDEPENDENT DEVELOPMENT TRUST

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's

space,

8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet

Addition works: 53m<sup>2</sup> veranda, 36m<sup>2</sup> Play area, play area equipment, Electrical Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m<sup>2</sup> Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water) 95m Stormwater drainage, 350m<sup>2</sup> Driveways and Parking, 400m<sup>2</sup> Walkways, 85m<sup>2</sup> Ramps, 470m<sup>2</sup> Retaining wall, Removal of existing work by previous contractor

### 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 **Ikamva Architects**

Works means **bid no: DoEEC/03/2022/2023**– Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's space, 8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet  
 Addition works: 53m² veranda, 36m² Play area, play area equipment, Electrical Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m² Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water) 95m Stormwater drainage, 350m² Driveways and Parking, 400m² Walkways, 85m² Ramps, 470m² Retaining wall, Removal of existing work by previous contractor  
 Site means **The designated site to be shown to the contractor is at CABANE VILLAGE, MOUNT FRERE, UMZIMVUBU LOCAL MUNICIPALITY UNDER ALFRED NDZO DISTRICT**

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

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's space,

8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet

Addition works: 53m<sup>2</sup> veranda, 36m<sup>2</sup> Play area, play area equipment, Electrical Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m<sup>2</sup> Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water) 95m Stormwater drainage, 350m<sup>2</sup> Driveways and Parking, 400m<sup>2</sup> Walkways, 85m<sup>2</sup> Ramps, 470m<sup>2</sup> Retaining wall, Removal of existing work by previous contractor

## 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

Witness \_\_\_\_\_

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

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

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

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

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

Name \_\_\_\_\_

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

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

SIGNED

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

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

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

the Adjudicator in the  
presence of

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

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

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

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

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's space,

8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

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### 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**

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's space,

8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet

Addition works: 53m<sup>2</sup> veranda, 36m<sup>2</sup> Play area, play area equipment, Electrical Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m<sup>2</sup> Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water) 95m Stormwater drainage, 350m<sup>2</sup> Driveways and Parking, 400m<sup>2</sup> Walkways, 85m<sup>2</sup> Ramps, 470m<sup>2</sup> Retaining wall, Removal of existing work by previous contractor

**Rivoni School for the blind**

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

## **INDEPENDENT DEVELOPMENT TRUST**

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's

space,

8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

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### **C3 Scope of Work**

#### **1 DESCRIPTION OF THE WORKS**

##### **1.1 Employer's objectives**

The employer's objective is to provide:

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's

space,

8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet

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##### **1.2 Overview of the works**

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's

space,

8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet

Addition works: 53m<sup>2</sup> veranda, 36m<sup>2</sup> Play area, play area equipment, Electrical Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m<sup>2</sup> Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water) 95m Stormwater drainage, 350m<sup>2</sup> Driveways and Parking, 400m<sup>2</sup> Walkways, 85m<sup>2</sup> Ramps, 470m<sup>2</sup> Retaining wall, Removal of existing work by previous contractor

### **1.3 Extent of the works**

The works includes the Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's space,

8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet

Addition works: 53m<sup>2</sup> veranda, 36m<sup>2</sup> Play area, play area equipment, Electrical Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m<sup>2</sup> Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water) 95m Stormwater drainage, 350m<sup>2</sup> Driveways and Parking, 400m<sup>2</sup> Walkways, 85m<sup>2</sup> Ramps, 470m<sup>2</sup> Retaining wall, Removal of existing work by previous contractor

### **1.4 Location of the works**

The designated site to be shown to the contractor is at **Cabane Junior Secondary School IN CABANE VILLAGE, MOUNT FRERE, UMZIMVUBU LOCAL MUNICIPALITY UNDER ALFRED NDZO DISTRICT**

#### **Temporary works**

To be communicated to the winning bidder before construction commences

## **2 DRAWINGS**

The drawings used for setting up the Bills of Quantities are attached on a compact disc at the back of this tender document.

- **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 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 120.00	<b>NB:</b> Bidders are to check and verify rates used in the area during compulsory briefing or before submitting bid document.
Semi-skilled labour	R 160.00	
Skilled labour	R 190.00	
Supervisor	R 230.00	

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**

As per the mandatory sub-contracting clause, 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 as submitted on the returnable schedule 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 Addenda**

- 4.6.1 Occupational Health and Safety Regulations & Specifications including Covid-19 & HIV & AIDS Specification & Pro-Forma agreement(*ADDENDUM A*)
- 4.6.2 Notification of Construction Work(*ADDENDUM B*)
- 4.6.3 Environmental Management Plan (*ADDENDUM C*) (will be made available to the successful bidder)
- 4.6.4 Drawings (*ADDENDUM D*)
- 4.6.5 JBCC (*ADDENDUM E*)

## INDEPENDENT DEVELOPMENT TRUST

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's

space,

8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

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### C4 Site Information

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# **ADDENDUM A**

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## **Occupational Health and Safety Regulations**

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. ....

7 February 2014

### **OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

### ***CONSTRUCTION REGULATIONS, 2014***

The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

*ADDENDUM A*

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
Regulation 3 of the Construction Regulations, 2014

NOTIFICATION OF CONSTRUCTION WORK

---

---

1.(a) Name and postal address of principal contractor:

\_\_\_\_\_

(b) Name and tel. no of principal contractor's contact person:

\_\_\_\_\_

2. Principal contractor's compensation registration number: \_\_\_\_\_

3.(a) Name and postal address of client:

\_\_\_\_\_

(b) Name and tel no of client's contact person or agent:

\_\_\_\_\_

4.(a) Name and postal address of designer(s) for the project:

\_\_\_\_\_

(b) Name and tel. no of designer(s) contact person:

\_\_\_\_\_

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1). \_\_\_\_\_

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2). \_\_\_\_\_

7. Exact physical address of the construction site or site office:

\_\_\_\_\_

8. Nature of the construction work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Expected commencement date: \_\_\_\_\_

10. Expected completion date: \_\_\_\_\_

11. Estimated maximum number of persons on the construction site.

\_\_\_\_\_

12. Planned number of contractors on the construction site accountable to principal contractor:

\_\_\_\_\_

13. Name(s) of contractors already chosen.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

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## ADDENDUM A

---

### Occupational Health and Safety Specification

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's

space,

8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet

Addition works: 53m<sup>2</sup> veranda, 36m<sup>2</sup> Play area, play area equipment, Electrical Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m<sup>2</sup> Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water) 95m Stormwater drainage, 350m<sup>2</sup> Driveways and Parking, 400m<sup>2</sup> Walkways, 85m<sup>2</sup> Ramps, 470m<sup>2</sup> Retaining wall, Removal of existing work by previous contractor

### INDEPENDENT DEVELOPMENT TRUST

(Hereinafter referred to as the Employer)

### OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

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.

IDT East London Office  
Palm Square Business Centre  
East London, 5241

Contact:

Name: Mr. S Makhura

Telephone: (043) 711-6000

**ADDENDUM “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)**

**NEW 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: \_\_\_\_\_

Cabane SSS Site Specific OHS

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

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

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

# Occupational Health and Safety Site Specific Specification

Issued in terms of the Occupational Health and Safety Act, 1993  
Construction Regulations 2014 & Applicable Legislation.

## PROJECT DESCRIPTION: CABANE SECONDARY SCHOOL

Client: Department of Basic Education  
DPW and the Implementing Agent: IDT  
Principal Agent: Ikamva Architects  
Wayne Buss  
3 Voorwaarts Str, Kokstad  
039 727 5502

Prepared by:  
Dalene Atterbury  
Newground Projects  
17 St Andrews Road, Selborne, 5201  
Tel: +27 43 722 5864

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# 1 SCOPE

## 1.1 Scope of Application

This site-specific health and safety specification shall apply to the Cabane Senior Secondary School for the complete project life cycle, aiming to provide the client with a completed, fit for use school that will address current and projected student demands.

It provides the overarching framework within which the principal contractor is required to demonstrate compliance with certain, specifically critical requirements for occupational health and safety established by the Occupational Health and Safety Act 85 of 1993 during the construction work, according to the information made available on the project scope at the time of tender:

- Establishes the way the principal contractor is to manage the prevention risk to health and safety incidents that may occur during construction stage 5; and
- Establishes the way the Client's Health and Safety Agent (CHSA) will interact with the principal contractor during the project life cycle

This specification establishes general requirements to enable the principal contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations 2014, and any other applicable legislation as relevant to the project. The specification refers to the geotechnical design reports and the drawings issued by the PA at time of tender. No EIA was done as this is an existing school. It notes concerns raised from the information given that the contractor must be aware of in designing a suitable works program with the approved Health and Safety Plan, based on this Specification.

The client is required to provide certain site-specific information to the principal contractor for the works to enable such a plan to be formulated. Accordingly, this specification whilst based on current and relevant information to the project at tender phase, cannot ensure compliance with the requirements of "The Act" in full. This highlights the dynamic nature of OHS management systems, the relationship between parties and construction processes.

The Construction Regulations 2014, requires a client to stop any contractor from executing construction work which is not in accordance with the approved contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons. The duty to stop work not done according to plan or where a risk exists, lies with the designers, client and mandatory CHSA, the contractor and the registered appointed Construction Health and Safety Officer. (CHSO) This requires the construction team to be committed to the relevance of "caring to not do harm" as a moral obligation that requires teamwork to ensure that Health and Safety is a critical function required in doing construction works.

## 1.2 Scope of Works

The scope of works is details on the tender document as prepared by the principal agent.

### a) Access

Not deemed to be problematic but the site lay-out plans will have to indicate roadaccess and controls.

**b) Project**

The appointed PC will need to manage multiple SMME's and sub-contractors and should have a competency of the specified CIBD grading. The PC must be able to ensure competent resources on site. The appointed personnel noted in the Permit application must be the persons on site for the project life cycle. Changes deemed utterly necessary as result of unforeseen circumstances will have to be approved by the PA, CHSA and project team, before implementation. A Permit is granted on those conditions.

A large number of people will be required to be employed on site: they must all have the required training, supervision, inductions and medicals, plan for costs and processes.

**1.3 Site location:**

Mount Frere, Eastern Cape

**1.4 Site program and works scope:**

The construction works areas will need to be fenced and controlled.

*Fire prevention, security protection and environmental management must have method statements for review with the OHS Plan and File for review. It must be noted that the work will happen over a large area and therefore co-ordinating supervision and OHS control will need good daily planning.*

*All personnel on site must wear reflective overalls or vests and be identifiable as working under the appointed PC.*

*(Note that items in italic is for inclusion in the OHS plan and file)*

**1.5 Anticipated works:**

- Plant and Earthworks
- Temporary stormwater management during works
- Build of Permanent Stormwater and Sewer Reticulation
- All trenches and narrow excavations more than 1m deep will require shoring or bracing should the engineers so require. Temporary storm water will need attention at all times and permanent stormwater construction should be considered to be a critical task and the contractor is advised to put this on the construction program early.  
*Temporary storm water plan and method statements.*  
Specific focus must be planned for all excavation related functions, and will require competent supervision of works.
- Work at height where the maximum anticipated height is 3.5m. Safe work platforms will have to be planned to be as if working safely from ground level and SANS 100085 is to be utilised on site and must be in the SHE files.
- Fit for work for every person working on site must be on file and recorded on Annexure 3.
- Anticipated steel works require a risk analysis and strict compliance with engineers' drawings, bending schedules and other, and hazards for employees doing the work: at heights, or lay down areas, established and controlled.
- Access and egress must be planned for: no climbing of structures. Ladders to comply with each practical use, and if giving access to roof or height platform, be secured and reach 900mm above step over area.
- No unsafe use of trestles during the construction works planning: *Method statements required.*
- Rain ingress during the works will need planning to prevent ingress to buildings.
- PC must ensure all required controls are met.
- Note that awareness of electrical risks must be addressed before any electrical works commences.  
Existing services may not be negatively impacted upon.
- PC facilities: No VIP toilets: Plan for *serviced chemical toilets* that are to be kept clean and hygienic, strategically placed for use during the works. Should the contractor be allowed to tie into existing sewer: permission must be given in writing by

Contractor\_\_\_\_\_ Witness 1\_\_\_\_\_ Witness 2\_\_\_\_\_ Employer\_\_\_\_\_ Witness 1\_\_\_\_\_ Witness 2\_\_\_\_\_

the PA.

- PC to provide drinking water, undercover eating areas, domestic waste removal for employee wastes, hand hygiene stations and ablutions, chemical toilets to site. The PC works camp must be fenced off and strictly controlled and protected.
-

- PC must have a Covid monitoring station before employees enter works areas and the full Covid 19 plan applies. See notes on doc and advance practical controls on confirmed positive cases.
- PC will be required to have a relevant emergency protocol during the works.
- *PC to have reflective marked overalls.* No one may work in their own clothes.
- *All employees must be identifiable to the project works.*
- PC to note risk on public roads and construction activities: Signage to warn, flag person when required.
- New construction works:
  - Mixing of concrete, stockpiling and collection of build materials will be done without approvals
- All wastes to a registered municipal waste site

## 1.6 **Notes on Scope:**

- Strict time frames
- Co-operation and co-ordination between all parties
- Strict enforcement of competent supervision, specifically where unskilled labour or SMMEs are used, thus focus on knowledge transfer and quality project delivery.
- Contractual information in writing
- Site diary to note OHS incidence and daily risks.
- Visitors' registers.
- Access constraints and risks for PC to control
- Temporary works competency, planning and appointees will be critical for PC to manage.
- Making and checking that works areas are safe:
  - PC employees, PSP, suppliers and sub-contractors and all stakeholders.
    - Confined areas for project service delivery
    - Working over others
    - Protection of build works and structural integrity controls
    - Protection against ingress of water or other external damages.

## 2 **DEFINITIONS**

As per the Occupational Health and Safety Act (85 of 1993) and the relevant regulations and applicable standards.

### 2.1 **List of Abbreviations**

CC	Compensation Commissioner
CHSA	Construction Health and Safety
Agent CHSO	Construction Health and Safety Officer
CR	Construction Regulations (Gazette 10113 of 07/02/2014) DoEL Department of Employment & Labour
GAR	General Administration Regulations GSRGeneral Safety Regulations
HCSR	Hazardous Chemical Substances Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety

## Cabane SSS Site Specific OHS

OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PA	Principal Agent
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
SDS	Safety Data Sheet
SWP	Safe Work Procedure
PSP	Professional Service Providers
CEMP	

## Construction Environment Management Plan

### 2.2 **Key References**

- Occupational Health and Safety Act, No. 85 of 1993 and Regulations (as amended)
- Construction Regulations 2014;
- Hazardous Biological agents Regulation
- ER
- Hazardous Chemical Regulations
- Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (as amended);
- Consolidated Directions on OH&S Measures in Certain Workplaces, 2020;
- SANS Standards; and
- Codes of Practice (COPs).
- Drawings: Tender Phase: Site Layout Drawing.

## 3 INTERPRETATION

The Occupational Health and Safety Act 85 of 1993, herein after referred to as “the Act” and its associated regulations, particularly the Construction Regulations 2014, shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

### 3.1 **Purpose of the Project Specific Health and Safety Specification (PSHSS)**

The PSHSS is a performance specification to ensure that the client and any organization that enter into formal agreements with the client / agents, professional service consultants (Engineers, Quantity Surveyors and Architects (PSP), principal contractors (PC) and contractors achieve an above acceptable level of OHS performance on the project, reducing loss incidence drastically.

No advice, approval of any document required by the PSHSS, such as hazard identification and risk assessments, or any other form of communication from the client shall be construed as acceptance by the client of any obligation that absolves the principal contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the client, which may result from the principal contractor failing to comply with the PSHSS, i.e., the principal contractor remains responsible for achieving the required performance levels.

Post approval of the site specific OH&S plan (based on the PSHSS) and implementing file, a mandatory agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing. The PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks, changes in design or other issues be identified, which could not have been foreseen during the design phase of the project this is also true for the construction phase, stressing the dynamic nature of risk control during construction. Any new legislation or standards (legislated or determined by the client) that are promulgated or accepted during the contract will automatically be applied.

It should be well noted that in no way does this PSHSS relieve the contractor of any of his responsibilities set out in the Act and Regulations.

## 4 THE OCCUPATIONAL HEALTH AND SAFETY FILE

As required by Construction Regulation 7, the Principal Contractor shall keep and maintain a Site Health and Safety File where all relevant health & safety records will be kept, including the Site-Specific Health & Safety Plan, COVID-19 Plan and the relevant construction risk assessments as referred to above. *This is compulsory.* Relevant information includes but is not limited to:

- a) Client Site Specific specification and HIRA
- b) PC appointment letter
- c) 37.2
- d) PC approved OHS Plan and approval letter
- e) OHS Administrative statutory documents:
  - Valid Letter of Good Standing with the Workmen's Compensation Commissioner
  - UIF
  - SARS clearance certificates
  - Permit from DoEL in the file with project number clearly displayed at site access.
- f) OHS Policies and procedures signed by the CEO, dated with a review provision. Ensure that a Smoking Policy is in the file.
- g) Organogram with appointments, competencies and current statutory registrations
- h) HIRA for proposed site activities and works.
- i) Safe work procedures / Methodologies/ Plans: inclusive of but not limited to:
  - CEMP
  - Dust and Waste control processes for works.
  - Noise reduction plan
  - Hoarding and lock out controls
  - Prevention of water ingress to works: storm water
  - Facility management and planning for safe access to the works areas.
  - FPP done by a competent person specific to works.
  - Covid 19 mitigation and transmission control plan.
  - Security of assets planning
  - Fire prevention plan
  - Emergency Management plan
  - Hazardous chemical Management plan.
- j) Induction program that must include work in security environments, with registers
- k) Training and toolbox talks. Upliftment of competency requirements as required for this works
- l) Inspection registers with appropriate policies and procedures
- m) Emergency HIRA, contact numbers
- n) Laws and Regulations
- o) Communications
- p) OHS Committee
- q) Sub-Contractor Management
- r) Employee medical monitoring:
  - POPIA: Permission to use information
  - OHS Medicals fit for work
  - Employee IDs
  - Covid daily monitoring
  - Assessment for work at heights
  - Ergonomic surveys
  - Proof of UIF payments to be done by CLO: CHSO to be informed that DoEL will check.
- s) Incident Management:
  - Procedures
  - General incident management register (Monthly)

- Annexure 1
- COIDA forms
- Covid Reporting COIDA forms.

t) Audits

- Internal
- Subbie Audits
- CHSA Audits and Inspections
- CR. Inspections as noted under Cr. 11. 12. 13(e) 14. 16. 17. 19. Relating to competency and quality.

*Sub-contractor control Register.*

Contractor Contact Details	COIDA expiry date	37.2	Appointed	Approved plan	Audit date	Score	Comment.

*General Incident Monthly Register*

No	Name Id	Date	Incident summary	Near Miss	FA	Med	LWDC	Fatality	Other: Enviro, Equipment Community unrest+

## 5 GENERAL REQUIREMENTS

### 5.1 Client Hazard Notification

Site establishment and Site camp to be in a designated controlled area to be agreed on site

- Access to works: Plan for employee safety, traffic flow, control deliveries and parking, sub-contractor lay down areas.
- Employees to be visible and everyone working there to have a reflector vest with employer name displayed on at all times or a reflector on the works overalls.
- Public complaints: Site to be fenced off
- Access to works areas to be pre-planned and coordinated with client
- Laydown areas to be planned, run off prevented.
- Works planning: Cut and fill, Scaffold and fall prevention at drop of edges planned for.
- Inductions must inform employees about fire prevention, access controls and security needs. They may not smoke in works areas.
- Ablutions will have to be provided: Portable toilets or other approved chemical ablutions.

Access, restricted space for construction works, security, noise and dust

hazards Site creep to be avoided.

The PC will have to plan for safe works access and ensure work under controlled conditions:

- Employee movement control and visibility
- No smoking unless in designated areas
- Covid transmission mitigation
- Electrical and services have applicable COC's from a DoEL registered electrical contractor.
- Enough ventilation and light for works

Contractor\_\_\_\_\_ Witness 1\_\_\_\_\_ Witness 2\_\_\_\_\_ Employer\_\_\_\_\_ Witness 1\_\_\_\_\_ Witness 2\_\_\_\_\_

## Cabane SSS Site Specific OHS

- Noise and dust reduction in works areas Temporary works  
CR 12 Competency, planning and appointed accountability.

Work at height: Check structural risks when roof work occurs.

- Cr 10. Note that all employees must be assessed for safety at work and have general competency and capacity to do this work.
- FPP must be qualified and 8.1 must sign off on plans.
- Appointment of a competent scaffold planner, inspector supervisors and erectors with proof of competency provided.
- Specific hazards monitoring on EMP.

Excavations: See notes under scope and ensure competent excavation supervisors are appointed. Shoring may be required.

- CR 13. PC must ensure information and risks related to underground services or overhead hazards are addressed. Excavations, trenching or other must not disturb scaffold footings or undermine other structures. Barricading will be orange 900 visible barricade. Signage will be required to warn others of risk, not remain open for longer than absolutely necessary and access controlled. No trench will be longer than 400m unless near a community, in which case the maximum distance is 150m.

Lack of coordination and communications with Client

- Preplanning and programming
- Written agreements
- Customer complaints register to be kept and addressed by 8.1

Specific Hazards unknown at tender time:

- Soil conditions and earthworks
- Excavations
- Work at height, fall off, into, through
- New construction access challenges
- Community consultation is critical
- SMME Management

Structural work will require methodologies to address unknown risks. Construction is a multi- functional discipline and dynamic. OHS is an aspect of construction control.

Scope creep will need to be managed continually.

Potential Hazardous substances: Cement, fuel, lubricants, aggregates and silica, paint, turpentine, and so on. PC to remain alert and notify on incidents or spills immediately.

Project risks: Not using competent persons, Not planning and failure to program and report. Lack of resources and funding. **Changing CR 8 appointments is a red flag.**

Construction traffic: Planning concrete pours, deliveries, employee drop off, pedestrian path ways will all have hazards. Removal of waste from site will have hazards associated with the task and must be done to authorised municipal waste sites regularly.

Collection of effluent waste may create additional risks and will be monitored.

## **5.2 General Risk Management**

The principal contractor must provide a detailed risk assessment for the entire works on site. Certain construction activities, equipment, substances etc. represent significantly higher safety risks than others. The risk assessment is required to define systems and safe working procedures that will be implemented on site in an endeavor to complete the construction activities safely. The set of risk assessments required to be submitted to the client must include the assessment of health risks such as those that are associated with COVID-19, and other health risks which may result from lack of personal hygiene, ergonomic hazards, etc.

The contractor is required to:

## Cabane SSS Site Specific OHS

- Identify health and safety hazards and risks to which persons may be exposed to during the construction period;
- Analyze and evaluate the identified hazards and risks;
- Document a plan which will highlight safe working procedures to mitigate, reduce or control the identified risks; and

- Develop a *monitoring and review Plan* of the hazards and risks.
- Index the tasks for which there are a completed risk analysis.

The client baseline risk assessment provided with this specification aims to provide the framework within which the risks must be assessed for the construction phase of the project, and to highlight any reasonably foreseeable risks which may be inherent to the project based on its current scope of works.

The BRA is therefore not the replacement of the contractor's risk assessment but rather functions to assist the contractor towards risks he might not be aware of during tendering stage and while conducting his formal risk assessment. The baseline risk assessment, which is attached as an Annexure to this specification must be used as a guide in conducting the construction phase risk assessments. Refer to CR.9 for minimal requirements relating to doing a HIRA. Be mindful that the aim is hazard identification, risk ratios will guide the required control focus on site.

## 6 TRAINING, AWARENESS AND COMPETENCY

### 6.1 Health & Safety Training

The principal contractor must ensure that all his / her staff is adequately trained to perform the tasks allocated to them and that there is the correct amount of supervision at all times to maintain safe work practices and standards, particularly where semi-skilled and unskilled personnel are involved. The contractor shall *conduct a training needs analysis* to ascertain what health and safety training and re-training is required. No employees shall be allowed on site unless there is proof of induction training and identification.

Competency for the following is non-negotiable, list is not limited to:

- 8.1 and 8.1 alternate, also competency in CR 10, CR 11, CR13, CR.12, CR 16.
- 8.5, Risk, Incident investigators competencies, Emergency Response, Covid 19 controls
- CEO must have basic competency in environmental management and auditing
- FPP
- Scaffold Planner, Erector, Inspector and supervisor. CR 16 and SANS 100085 to be on site.
- Temporary works planner and controller
- SHE Reps
- First Aiders
- Fire extinguisher Inspectors
- CCO and CCM
- All appointed inspectors and supervisors must understand liability and duty of signing appointments.
- General work at heights competencies.
- Awareness of existing services and current activities of neighbours, school and other.

### 6.2 Induction

The contractor shall conduct a site-specific health & safety induction for all the employees, contractors and visitors to the site.

Copies of the attendance registers signed by the attendees as acknowledgement of attendance are to be kept on site in the health & safety file for verification during inspections and Client Audits.

The onsite induction training must also include precautionary measures to be taken on site to prevent the spread of COVID-19. Such measures shall include inter alia the

Contractor\_\_\_\_\_ Witness 1\_\_\_\_\_ Witness 2\_\_\_\_\_ Employer\_\_\_\_\_ Witness 1\_\_\_\_\_ Witness 2\_\_\_\_\_

## Cabane SSS Site Specific OHS

importance of disclosure of any COVID-19 related symptoms, good personal hygiene, observing and maintaining safe social distancing, use of suitable PPE such as face masks, etc.

Site specific Induction must address:

☐ Access risk including traffic hazards.

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- Security
- Fire Prevention
- Noise and behavior
- Client rules
- Reporting of incidence should be encouraged

### 6.3 **Awareness**

The Principal Contractor shall conduct on-site periodic toolbox talks, preferably weekly or before commencing a hazardous work (activity). The talks shall cover the relevant activity and an attendance register and the contents of the topics discussed must be kept on site in the health & safety file.

Safety notices and symbolic signs, including health and safety awareness posters must be displayed at the site entrance and at strategic positions on the site to create health and safety awareness.

COVID-19 awareness signs, notices and posters must also be displayed at strategic positions.

### 6.4 **Competency**

The Principal Contractor shall send relevant persons to appropriate courses as required by the Act, relevant Regulations, and applicable safety standards. The type of training to be conducted will be determined after conducting a Hazard Identification and Risk Assessment (HIRA). Copies of training certificates must be kept on site in the health & safety file.

The training to be conducted is, but not limited to:

- Health & Safety Representative Course;
- First Aid Training,
- Fall Protection Planner (SAQA US 229994);
- Working at Heights (SAQA US 229998)
- Scaffolding Erectors and Inspectors;
- Incident investigation; and
- Hazard Identification & Risk Assessment Course.

## 7 **OCCUPATIONAL HEALTH & SAFETY MANAGEMENT**

### 7.1 **Notification of Construction Work: The Permit**

Permit project: Display Number at entrance and keep DoEL Permit on file

### 7.2 **Appointment of Competent Site Personnel**

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally at the project, the H&S responsibilities are to be delegated to the Acting CEO (OHSA 16.2). Knowledge and training in H&S are required, and certificates indicating H&S training as well as experience to be included in CVs. The designated Construction Manager (CR 8.1) shall also be empowered to appoint personnel on the site as part of his / her duty to ensure health and safety compliance. Note the overarching legal requirements and responsibilities placed on CR 8 appointees.

All other legal appointments are to be made with relevance to the type of work to be performed.

### 7.3 **Construction Manager (CR 8.1)**

The Principal Contractor must in writing appoint one full time competent person as the construction manager with the duty of managing all the construction work on this single site, including the duty of ensuring occupational health and safety compliance. **In the absence of the designated Construction Manager, an alternate must be appointed and the appointed shall have training and/or experience in the area of responsibility.**

#### 7.4 Construction Work Supervisor (CR 8.7)

The Construction Manager must in writing appoint construction work supervisor/s responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

8.8 appointments must clarify the area of supervisory controls.

#### 7.5 Construction Health and Safety Officer (CR 8.5)

The principal contractor must appoint a suitably competent Construction Health & Safety Officer (CHSO) to co-ordinate his or her organization's health & safety efforts on the site.

The CV for the proposed CHSO must be submitted to the Client appointed CHSA for approval. The appointed CHSO must be full time and readily available on site during working hours. The CHSO must conduct monthly internal audits and random site safety and equipment checks, including overall compliance with the site-specific construction health and safety plan and procedures, and compile a monthly CHSO report to be tabled at each site progress meeting. The CHSO reports to the 8.1. The minimum qualification for the CHSO must be a matric certificate, SAMTRAC qualification with at least three years and more experience on civil engineering and/or building projects.

The CHSO that the Principal Contractor *intends to appoint must be registered as a CHSO with the SACPCMP and shall provide a valid registration certificate with the Council.*

**The personnel noted in the permit application file must be the role players on site, any changes, or absence on site must immediately be brought to the CHSA attention whom may notify DoEL if concerned. Permits can be withdrawn in cases where PCs mislead on appointments. Lack of Section 8 personnel on site will lead to a 5.1.q instruction.**

#### 7.6 Health & Safety Representative / H&S Committee Member (OHS Act 17 & 19)

Irrespective of the number of employees employed on the site, the PC and contractors must each appoint a full-time health and safety representative, who at least has completed the necessary health and safety representative course. The election or appointment of health & safety representatives must be in writing.

Regular inspections are to be carried out by health & safety representatives; records must be kept on site in the health & safety file. Deviations must be rectified by the responsible person immediately.

The H&S representative will liaise and report to the health and safety officer.

In cases where there are more than two health & safety representatives elected, a health & safety committee must be established. Health and safety committee meetings must be held atleast monthly to discuss relevant health & safety topics.

#### 7.7 First Aider / First Aid Attendant

The principal contractor must appoint at least two Level 1 First Aiders for the project and where practicable, one First Aid attendant for each work team or section of the works. The appointed First Aid attendants must be suitably qualified and have valid training certificates.

The principal contractor together with the responsible First Aid attendant must ensure that the first aid boxes(s) are fully stocked.

First Aid incidence must be registered on the monthly register, investigated and closed out like any other incident, to avoid more catastrophic incidence to occur.

#### **7.8 Risk Assessor**

The principal contractor is required to appoint a competent risk assessor and must understand the process of identifying hazards and assessing risks emanating from the identified hazards.

This appointed person can be an already designated health & safety officer because the task of assessing risks is an ongoing process and therefore risk review process must be done regularly.

This will also mean that that person will be responsible to put together a risk profile, rate the risks, and ensure that there are appropriate corrective action plans.

Further to that, there must be a direct link to the personal protective equipment / clothing and training to be conducted throughout the contract.

**7.9 Other Appointments are stated below but not limited to:**

- Drivers / Operators of Construction Vehicles and Plant;
- Electrical Installation & Equipment Inspector;
- Excavations Supervisor;
- Emergency / Security / Fire Co-Ordinator;
- Fire Equipment Inspector;
- Temporary Works Supervisor and Inspector;
- Scaffolding Erector/s and Inspector;
- Stacking and Storage Supervisor;
- Hand Tools Inspector;
- Ladder Inspector; and
- COVID19 Compliance Officer;
- All other relevant Appointments for the Project.
- CEO

The Principal Contractor shall, when appointing contractors, shall do so in terms of the Construction Regulations 2014, and in terms of the requirements of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 (As amended).

The appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment / designation is valid. This information shall be communicated and agreed with the appointees as well as all the mandataries.

The principal contractor must provide a project specific health and safety organogram of all appointed / designated personnel and a list of contractors appointed on the project and shall always keep an up-to-date copy of each on site. The site organogram and list of contractors shall also be displayed on the site notice board.

The principal contractor is to ensure that each contractor's H&S documentation is evaluated and approved in accordance with the Occupational Health and Safety Act 85 of 1993 (As amended) and applicable regulations. A copy of the contractor's H&S Plan Approval is to be sent through to the appointed H&S Agent and reflected on the contractor's monthly register.

The principal contractor must ensure that an audit is conducted on each Contractor on a monthly basis before the arranged site progress meeting. This audit is to be conducted by the appointed CHSO and a report is to be given on each contractor's H&S performance for the past month.

## **8 GENERAL RISK MANAGEMENT**

### **8.1 Health Risks and Medical Surveillance**

The appropriate MSDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. The PC is to ensure and supervise safe use of products / chemicals, and their inclusion into risk assessments. The MSDS documents must be checked for monitoring requirements: Hygiene monitoring requirements and use it to guide medical surveillance.

This project does not have such a need, however managing dust and pollutants must be a standard control to reduce risk.

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All employees on the site, including contractors, must be in possession of valid medical certificates of fitness to work, issued by an Occupational Health Medical Practitioner in the form of Annexure 3.

These medical certificates shall be in the categories of pre-employment, annual and exit medical evaluation. This must be noted under the OHS BoQ.

Furthermore, the medical surveillance program shall include initial screening of COVID-19 symptoms based on the professional advice of the OHMP / OHNP. Good personal hygiene must be promoted on the site and the sanitary and hand washing facilities with soap and running water must be provided.

Note that work at height monitoring require continued assessment of employee ability to work at height, and thus the PC must plan to address this in a DSTI, or other monitoring system.

IDs of all must on file on site for use should a medical or more severe incident occur.

## **8.2 Emergency Procedures**

An emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan / procedure must include COVID-19 related emergencies such as responding to COVID-19 case/s on the site. Assembly point / area to be large enough to allow for social distancing during roll call.

The emergency plan is to ensure the inclusion of local service providers where possible, including nearest COVID-19 testing station. Such arrangements should be made with the service providers prior to the commencement of the project. An isolation area for COVID-19 suspected persons must be made available on site, preferably an enclosed area or room.

Local emergency telephone numbers must be displayed and made part of the emergency procedure. COVID-19 Emergency Contact numbers must also be included on the list

The general principals of emergency management are to be applied as it applies to the hierarchy of control and management.

An emergency exercise must be done annually.

## **8.3 Security and Access Control**

The Principal Contractor shall establish site access rules, implement, and maintain these throughout the construction period. The PC employees and other employees of subbies must wear reflector vests with contractor names for easy identification and security controls.

Access control procedure shall ensure that non-employees do not proceed on to work areas unaccompanied by a senior site responsible person. All workers and visitors to site must be screened for COVID-19 symptoms before they can be allowed on site. Should a person exhibit any of the COVID-19 symptoms, that person shall not be allowed to site and must either be transported home or to the nearest testing center.

## **8.4 Fires and Emergency Management Potential Risks (Not limited to)**

Attention to emergency planning and procedures is very important. Requirement in terms of identified risks:

- Traffic and access to site and works
- Fire;
- Public Safety;
- Working on damaged structures;
- Falls from heights;
- Electricity

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- Collapse of structures
- Riots and community unrest.
- PC activities causing an electrical risk for Client operations
- HBA outbreak
- Other Hazardous chemical exposures

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project; the emergency plan is to include the risks of fire on site and related to any specific activities.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur.

#### **8.5 Incident Management and Compensation Claims**

All incidents and accidents are to be investigated internally using a form similar to Annexure 1 hereto attached. All serious incidents requiring medical attention or involving any form of disabling or lost time injury or fatality are to be reported to the Client /CHS Agent immediately. This shall be confirmed in writing following the incident. Covid 19 is a section 25 incident and must be treated as such.

A monthly incident register recording all classes of incidents: Near Miss, F.A, Medical, LWDC, Fatality,

Visitors' complaints, Environmental, Equipment, Covid, Other must be used and updated for audits.

All claims, incident investigations and corrective actions taken must be on site in the file.

#### **8.6 Personal Protective Equipment (PPE) and Clothing**

The PC is to provide PPE to all employees free of charge, based on the risk assessments and the type of work to be performed.

The wearing of the identified SANS approved PPE at all times is non-negotiable.

- Hard hats; for work at heights there should be a chin strap. Only Balaclavas may be worn under a hard hat.
- Protective footwear;
- Overalls that ensure worker visibility and should identify whom the worker is working for
- Eye protection (when required)
- Hearing protection to reduce noise to 85dB
- Reflective jackets (No bibs) with Contractor name to be worn at all times, if not noted on the overalls.
- Respiratory Protection (minimum of FFP2) for activities where a more effective mask other than a cloth mask is required.
- Safety Harnesses with double big hooks used at correct height, where a safe working platform is not enough.
- Safe working platforms and load controls with applicable signage.
- Applicable gloves in good condition correct for the required task
- Any other necessary PPE identified from MSDS's and/or risk assessments.

All employees and visitors to the site must always wear face masks over the nose and mouth to prevent the spread of COVID-19 both at the workplaces and within the surrounding communities.

#### **8.7 Occupational Health and Safety Signage**

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

The signage to be displayed shall be in respect of the following (Not limited to):

## Cabane SSS Site Specific OHS

- No Un-authorized entry – Report to Site Office;
- COVID-19 Awareness Signage / Rules / Notices (i.e., Symptoms; Wearing of Masks; Personal Hygiene; Social Distancing; Isolation Area / Room, etc.)

- 'Hard hat area' or other PPE requirements;
- First aid box positions (including vehicles);
- Fire extinguishers;
- Assembly Area;
- Scaffold Signage; and
- Deep Excavations.
- Unknown hazard or danger sign
- Authorized personal only
- Asbestos hazards
- Electrical warning or lock out in place signage.

Signs shall be posted at areas of work on site indicating that a construction site is being entered and that persons should take note of H&S requirements.

#### **8.8 Induction of Employees and Visitors. General H&S Training**

A simple, formal induction program is to be prepared which is site specific. Inductions must be carried out for all workers and visitors (including Client) to the site.

Environmental aspects must be included into the induction.

DSTI training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done on a specific day.

#### **8.9 Communication on Site**

All H&S communication during the project between the CHS Agent and the PC will be done in writing, including the issues and responses to non-conformances and H&S audit results. These shall be filed in the OHS file.

1. All Method statement and HIRA's must be received 14 days before works may commence on site, allowing time for approval by relevant PSP.
2. All arrangements made with the client must be in writing and filed for review.
3. DoEL prohibitions, Inspections or notices must be displayed.
4. Contact numbers for site Section 8 personal should be in the OHS file.
5. Sub-Contractors index list with contact details must be displayed.
6. COIDA must be displayed.
7. OHS Policy to be displayed.

#### **8.10 Care of Workers on Site (Welfare)**

The provision of toilets at reasonable distances within the work areas is required in terms of the National Building Regulations and Construction Regulation 30. Chemical toilets must be serviced and kept clean. Male and female ablutions should be spilt for safety and protection from sexual abuse issues. Ablutions should be anchored. 1 for every 30 Males or females.

Clean drinking water is to be available to all employees at all times. Water is a precious resource: protect it.

Hand washing stations and / or 70% alcohol-based hand sanitizer must be provided. Hand washing soap must also be provided.

At any one time, no employee's belongings are to be found on the active construction area, the Principal Contractor is to ensure that adequate storage facilities are available for employee's belongings.

Employees will not be allowed to smoke during works or works areas: Designated area to be provided and controlled.

Sheltered eating area to be provided for the workers on site. All facilities to be COVID-19 compliant. An isolation room / area for suspected COVID-19 cases must also be provided onsite.

An area where there is an information board within the employee facilities must be used to display audits and notices.

### 8.11 **Demolition**

Should an instruction be given to demolish works: a methodology and review of the HIRA is required.

### 8.12 **Discipline, Alcohol and Substance Abuse**

All employees (management included) are to follow all lawful instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person shall be allowed to work or access the site if under the influence of alcohol or other substances that could impact on their own or others safety. Random alcohol testing shall be conducted on site. Care should be taken not encourage the spread of COVID-19. Single-use disposable alcohol test units to utilized and appropriately disposed of. A policy statement in this regard must be on file.

Strict control and clarity on employment policies should address absenteeism and the employees informed about what is required when booked off sick, or stay away on Mondays and Fridays, post payment. This policy must be strictly enforced on site as absenteeism impacts on project progress and rushing of work, leads to accidents.

### 8.13 **Working At Heights**

A practical site-specific fall protection plan as per the requirements of CR 10 needs to be compiled by a competent person as per unit standard 229994. The Fall Protection Plan must be submitted to the client appointed CHSA for evaluation and approval. The approved plan must be signed off by the 8.1 and in his possession for controlling. The plan must reflect the chosen works method for the scope of works.

It is envisaged that scaffolding as well as ladders may be utilized to gain access to heights during construction work. Ground conditions play an important part in scaffold safety: ensure level, compacted and not close to the leading edge of an embankment.

Scaffold erector/s and the scaffold inspector with relevant competencies must be appointed in writing for the purpose of erecting and inspecting scaffolding on the site. A scaffold supervisor must also be appointed to supervise all scaffolding operations on site.

All employees who will be required to work at heights must be declared medically fit to work at heights by an occupational health medical practitioner and the medical certificates must be made available prior to work at heights. Medical assessments are ongoing and may be addressed under the DSTI. All employees working at height shall be in possession of working at heights certificates in line with US 229998.

When working at heights, the effects of wind forces must be considered, and the work must be stopped where significant wind forces are experienced. No work at height is allowed during a thunder storm or rain.

SANS 100085 to be on site.

Consider environmental impact risks: Excessive heat and cold when planning for work at heights. Scaffold safety starts at the foundation.

### 8.14 **Excavations**

The anticipated depth for excavations can be up to 3m. Any trench or tight square excavation must have shoring. Although no underground or overhead services were noted or anticipated, the contractor must remain vigilant in this regard. There are existing services.

Area being worked at needs to be properly barricaded or fenced off. Barricading must be done in such a manner that prevents people from falling into open excavations. Excavations should preferably not be opened beyond what can be worked in daily. **Danger tape or candy tape is not permitted to be used on site as a means of barricading!** Suitable material such as hard-plastic mesh (long durability) adequately supported and being able to withstand a normal person's weight and the elements (wind, rain) must be utilized as barricading.

All open excavations shall be kept clean (dewatered) of standing water.

#### **8.15 Temporary Works**

The principal contractor must appoint a competent person as a Temporary Works Designer to design, inspect and approve the erected temporary works on site before use. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer and CHS Agent. Records of temporary works inspections and approvals are to be properly completed by the relevant competent persons and kept in the H&S file.

All temporary works must comply with the requirements of Regulations 6 and 12 of the Construction Regulations 2014. Workers who shall be required to erect, move, or dismantle temporary works structures must be provided with adequate training and instruction to perform those operations safely. If temporary works are to be erected by a contractor, this must be notified to the Architect / Engineer / CHS Agent. All necessary calculations and drawings of temporary works must be kept on site and available to the PA and CHSA.

#### **8.16 Construction and Mobile Plant**

The principal contractor must ensure that equipment in use is in good working order and fit for purpose. The PC must plan for access and egress, ensuring no unsafe situation or blocking of emergency routes occur unless planned for and coordinated.

All plant operators to have valid medicals, trainings, knowledge of on-site risks, rules and CR23.

This includes delivery vehicles. Cut and fill operations must be strictly supervised and vertical cut of embankments avoided. No dumping of spoil will be allowed unless authorised in writing by the local municipality.

#### **8.17 Cranes and Lifting Operations**

Although not known if this may be required, should any form of lifting device or crane (fixed or mobile) be used during the project for deliveries, moving of supplies or equipment, the appropriate documentation must be made available. Valid load test certificates for cranes and lifting tackle must be made available before use on site. The PC must ensure that the ground conditions are safe for use where required.

Method statements, risk assessments, safe work procedures and training records are to be available prior to work commencing. A procedure for managing loads and lifting operations on the site must be made available as an addendum to the Construction H&S Plan.

#### **8.18 Electrical and Mechanical Installations**

All electrical and mechanical installations must comply with the requirements of the Health and Safety Act, the Construction Regulation 2014, other relevant regulations and applicable safety standards and industry best practice. This type of work may be done by specialist contractors, in which case, the requirements of Regulation 7 of the Construction Regulations 2014 must be complied with in respect of appointing such contractors. The PC must be registered with DoEL and have competency to manage the voltages the work require. Proof of competency is required. COC must be issued by a competent person: this will include any temporary electrical installation done by the PC. All electrical tools must be checked before use and may not at any time cause Client electricity to trip.

Relevant safe work procedures and technical method statements must be submitted for approval by the PC.

**8.19 Delivery of Materials to Site**

The PC must reasonably manage all deliveries of material to site. Stacking and storage of materials to be properly coordinated by a person designated for that purpose to ensure all construction materials and articles are safely stacked in areas designated for that purpose and demarcated accordingly as material laydown areas. It is stressed that the site lay down area and camp is going to have access difficulties and these must be managed under the risk profile, be included in site planning and cost requirements.

Display a site layout plan. Site creep to be avoided and all work to be done within site boundaries.

#### **8.20 Contractor Management**

The Principal Contractor shall remain responsible for all the contractors appointed by him or her, including nominated and selected contractors and shall ensure that they also comply with requirements of this specification and legislated requirements.

All contractors shall be appointed in terms of the requirements of Regulation 7 of the Construction Regulations 2014 and shall enter into a written agreement with the principal contractor as stipulated in Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

Contractors must be appointed in writing by the principal contractor and they must submit health and safety plans which shall be evaluated and approved in writing by the Principal Contractor.

Each contractor must be registered and in good standing with a licensed Compensation Insurer or Compensation Commissioner and a valid letter of good standing must be submitted to the PC.

The PC must audit all the contractors at least monthly and follow up on non-compliances and ensure such are attended to within reasonable time periods as agreed between the principal contractor and each contractor. Audit reports to be made available for verification.

Work between the relevant parties must be coordinated and co-operation is key in work scheduling.

The Contractor register noted in this specification must be displayed and updated constantly. Where a contractor leaves, it must be noted.

SMME's must be managed in the same way as they are contractors under the construction regulations.

## **9 NON-CONFORMANCES**

The Principal Contractor may be penalized for critical and / or repeat non-conformances with the requirements of this specification, the Principal Contractor's health and safety plan and current health and safety legislation. Penalties shall be in the form of monetary value or work stoppage or both. Penalties of monetary value shall be at the discretion of the CHSA, after consultation with the Client / Consulting Engineer or Architect, ranging between R100.00 to R5000.00 per count, depending on the nature and seriousness of the offence in question.

Refer to **Annexure D** for further details pertaining to the penalties applicable.

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with this specification, the PC's H&S Plan or any legislative requirements; the PC shall have no claim for extension of time or any other compensation.

## **10 PROJECT CLOSE OUT REQUIREMENTS**

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. On completion of the project, a consolidated health and safety file consisting of the following documents but not limited to, shall be submitted to the client appointed CHSA:

- The H&S Plan and the approval by Client;
- PC Appointment Letter;
- Mandatory Agreement with Client;
- Notification of Construction work and Confirmation letter from DoEL.
- Record of Competencies (CVs) and appointments;
- Training Records;
- Method statements;

## Cabane SSS Site Specific OHS

- Risk assessments;
- Safe work procedures;
- Emergency and Injury Management (Accident Stats and Investigations);
- Medical surveillance records;
- Registers and Checklist;
- Internal H&S Audit Reports;
- Contractor H&S Audit Reports;
- Non-Conformance Reports; and
- Any other documents which may be required by the appointed CHSA.

The file must be submitted for close out and sign off by the CHSA, and then submitted with a performance close out report to the Client for storage via the PA.

# 11 ANNEXURE A: INCIDENT RECORDING

## ANNEXURE 1

### OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

#### REGULATION 9 OF THE GENERAL ADMINISTRATIVE REGULATIONS RECORDING AND INVESTIGATION OF INCIDENTS

##### A. RECORDING OF INCIDENT

1. Name of employer

.....

2. Name of affected person.....

3. Identity number of affected person.....

4. Date of incident

.....

5. Time of incident.....

6. Part of body affected

Head or Neck	Eye	Trunk	Finger	Hand
Arm	Foot	Leg	Internal	Multiple

7. Effect on person

Sprains or strains	Contusion or wounds	Fractures	Burns	Amputation
Electric shock	Asphyxiation	Unconsciousness	Poisoning	Occupational Disease

8. Expected period of disablement

0-13 days	2-4 weeks	>4-16 weeks	>16-52 weeks	>52 weeks or permanent disablement	Killed
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9. Description of occupational disease.....

10. Machine/process involved/type of work performed/exposure\*\* .....

11. Was the incident reported to the Compensation Commissioner and Provincial Director?

Yes	No
-----	----

12. Was the incident reported to the police?\*

Yes	No
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13. SAPS office and reference

.....

\*to be completed in case of a fatal incident.\*\* in case of a hazardous chemical substance, indicate substance exposed to

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**B. INVESTIGATION OF THE ABOVE INCIDENT BY A PERSON DESIGNATED THERETO**

1. Name of investigator

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2. Date of investigation

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3. Designation of Investigator

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4. Short description of incident

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5. Suspected cause of incident

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6. Recommended steps to prevent a recurrence

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Signature of Investigator

Date

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**C. ACTION TAKEN BY EMPLOYER TO PREVENT THE RECURRENCE OF A SIMILAR INCIDENT**

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...Signature of employer

.....

Date

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**D. REMARKS BY HEALTH AND SAFETY COMMITTEE**

Remarks

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

.....

...Signature of Chairperson of Health and Safety Committee

.....

Date

## 12 ANNEXURE B: MANDATORY DOCUMENTS

### OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993) CONSTRUCTION REGULATIONS 2014

#### AGREEMENT WITH MANDATARY In terms of Section 37(1) and (2)

#### WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

---

AND

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***Agreement with Mandatary to be completed in black ink and each page  
and any change made to be initialled***

**OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993  
AND CONSTRUCTION REGULATIONS 2014  
REQUIREMENTS:**

1. Your attention is drawn to "General Duties of Employers to their Employees" as required by Section 8 of the Act.
2. You are required to:
  - 2.1. Sign a written "Agreement with Mandatary" as required by Sect 37(1)(2) of the Act before commencing any work on site.
  - 2.2. Ensure that all your employees receive the necessary Induction Training and have proof thereof.

Note: You must ensure that all employees under your control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences.
  - 2.3. Ensure the provision of Welfare Facilities for your employees as per Construction Regulation 28.
  - 2.4. Provide the Client/Principal Contractor with your SHE Plan and Specifications
  - 2.5. Ensure that Method Statements, Risk Assessments and Safe Work Procedures are done and available.
  - 2.6. Provide the Client/Principal Contractor with written appointment of the person who is going to supervise the Construction Work per Construction Reg. 8
  - 2.7. Provide the Client/Principal Contractor with written designation of your nominated Health and Safety Representative as per Section 17(1).

Note: Your Health and Safety Representative will be expected to attend the Client/Principal Contractor safety meetings.
  - 2.8. If you employ more than five (5) persons, you are required to provide your own First Aid Box (GSR 3(2)).
  - 2.9. If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per GSR 3(4)

Note: If you have difficulty in complying with items 2.7 and 2.8 above, you may arrange/come to an agreement with the Client/Principal Contractor to make use of his First Aid facilities in case of injury. You will be expected to communicate such an agreement to your employees.
  - 2.10. When working with Hazardous Chemical Substances, comply with HCS Reg. 3  

Note: Asbestos and Lead Regulations are separate.
  - 2.11. When using a Materials Hoist, comply with the requirements of Construction Reg. 19.
  - 2.12. When using Lifting Machines and Lifting Tackle, comply with DMR 19  

Note: You may be required to appoint a Banksman to control Lifting/Slinging operations
  - 2.13. When erecting/using Scaffolding comply with the requirements of SANS/0085 "Access Scaffolding"
  - 2.14. When doing Demolition Work, comply with Construction Reg. 14
  - 2.15. When doing blasting to comply with Explosives Regulations Chapter 10
  - 2.16. When doing Excavation Work, comply with Construction Reg. 13
  - 2.17. When doing Electrical Installations, comply with the requirements of Construction Reg. 24  

Note: Electrician to provide copy of registration as per Elect. Install. Reg. 9(3)
  - 2.18. When using Construction Vehicles, comply with Construction Reg. 23
  - 2.19. When using/erecting Support/Form Work, comply with Construction Reg. 12
  - 2.20. When working over or in close proximity to Water, comply with Construction Reg. 26
  - 2.21. Ensure that good Housekeeping, Stacking and Storage principles are applied on this project as per Construction Reg. 27 and 28
  - 2.22. Ensure that appropriate measures are taken to avoid the risk of Fire/Explosion and comply with requirements of Construction Reg. 29
  - 2.23. If you are going to work at heights a Fall Protection Plan must be submitted (roof work included) as per requirements of Construction Reg. 8
  - 2.24. When using Explosive Powered Tools, comply with GSR 19
  - 2.25. When Welding, Flame Cutting/Soldering, comply with GSR 9
  - 2.26. When working in Confined Spaces, comply with GSR 5
3. You are responsible for providing your own legal safety documents and registers to comply with the Act's requirements a copy of the OHS Act of 1993 and the Construction Regulations ;2003 will be available for perusal in the Principal Contractor's site office.
4. You are required to comply with General Safety Regulations 2(1) to (7) and provide your employees with: personal protective equipment which will allow them to carry out their work in a safe manner, e.g., hard hats, safety harnesses, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.
5. Reporting of Incidents of Occupational Diseases shall be done as per General Admin. Regulation 8 (Also see Sect 24 of the Act)
6. Compensation for Occupational Injuries and Diseases Act (No 130 of 1993) You are required to provide the Client/Principal Contractor with proof of registration with the Compensation Commissioner/Federated Employer(s) Mutual when signing this agreement. If you are not registered, the Client/Principal Contractor may deduct the necessary amounts from your progress payments and pay it over to the Commissioner to ensure that you are insured. See Section 80 and 89 of the COID Act.

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**Client Signature**

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**Principal Contractor Signature**

---

**Date**

---

**Date**

---

Contractor\_\_\_\_\_ Witness 1\_\_\_\_\_ Witness 2\_\_\_\_\_ Employer\_\_\_\_\_ Witness 1\_\_\_\_\_ Witness 2\_\_\_\_\_

## **AGREEMENT WITH MANDATARY IN TERMS OF SECTION 37(1) AND (2)**

### **DEFINITION OF MANDATARY**

- includes an agent, a contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user

### **SECTION 37(1)**

Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, unless it is provided that –

- (a) in doing or omitting to do that act the employee was acting without the connivance of permission of the employer or any such user;
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question, the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

### **SECTION 37(2)**

The provisions of subsection (1) shall mutates mutandis apply in the case of a mandatary of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of this Act.

### **ACCEPTANCE BY MANDATARY**

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993

I, \_\_\_\_\_ acting for and on behalf of \_\_\_\_\_

**(Company/Close Corporation/Enterprise/**

**Owner/User)** undertake to ensure that the requirements and provisions of the Act and Regulations are complied with.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

**Contractor:**

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

Mandatory-Workmen's Compensation/Federated Employers Mutual No:  
\_\_\_\_\_

Signature: \_\_\_\_\_

**Client:**

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

**OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993  
CONSTRUCTION REGULATIONS 2014**

**PRINCIPAL CONTRACTOR APPOINTMENT**

**CONSTRUCTION REGULATION 5**

5(1): A Client shall be responsible for the following:

- k) to appoint every principal contractor in writing for the project or part thereof on the construction site

**APPOINTMENT**

Principal Contractor, \_\_\_\_\_ (name)

of:

\_\_\_\_\_ (Company/Close

Corporation/Enterprise/Owner/and Labour Only Contractor) is hereby appointed to perform construction work

at:

\_\_\_\_\_  
\_\_\_\_\_

Job/Safety specifications:

You are reminded that:

1. your documented Health and Safety plan based on the Clients Health and Safety Specifications, is provided to the Client before commencing work on site
2. the Client will discuss/negotiate with you regarding the contents of the Health and Safety Plan to approve it for implementation
3. a Health and Safety File, which shall include all documentation required in terms of the provisions of the Act and Regulations are kept available on site for inspection (Risk Assessments and Fall Protection Plan)
4. should you appoint a Contractor to perform or assist you with Construction Work, the responsibilities as required by the Construction Regulations shall apply to you as if you were the Client
5. you are to promptly provide the Client with any information which might affect the Health and Safety of any person at work carrying out Construction Work or any person who might be affected by the work of such a person at work or which might justify a review of the Health and Safety Plan
6. as per Regulation 5(1)(o) audits of your Health and Safety Plan will be undertaken on at least a monthly basis.
7. all your Employees must undergo Safety Induction before starting work

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

\_\_\_\_\_

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

(Client)

Designation: \_\_\_\_\_

**ACCEPTANCE OF APPOINTMENT**

I, \_\_\_\_\_ accept and understand the requirements of this appointment

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

(Principal Contractor)

Designation: \_\_\_\_\_

## ANNEXURE C: MEDICAL EXAMINATION

# OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993 Construction Regulations 2014

# MEDICaL CERTIFICATE OF FITNESS

**Name of Employee:** \_\_\_\_\_ **ID Number** \_\_\_\_\_ **Co. Number** \_\_\_\_\_

	* Possible Exposures e.g. Noise, heat, fall risk, confined space, etc.	* Job Specific Requirements Operating mobile crane, digging trenches, erecting formwork and support work, etc.	*Protective Equipment e.g. Dust respirator (light duty), welding gloves, etc.
*Occupation e.g. General worker, welder, bricklayer, Steel fixer, mobile crane operator, etc.			
<p><b>*The Employer to complete the information in the spaces marked with an * before sending the Employee for a medical examination</b></p> <p><b>Declaration by the Medical Examiner:</b></p> <p>I certify that I have, by examination and testing, using the above criteria specified by the employer, satisfied myself that the abovementioned employee is fit to perform the duties as described by the employer in the matrix above.</p> <p>Occupational Medicine Practitioner / Occupational Health Nursing Practitioner: (Please print name)</p> <hr/> <p>Signature _____ Practice Number: _____ Date: _____</p> <p>Address: _____</p>			

## ANNEXURE D: NON-CONFORMANCES AND PENALTIES

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

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

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

Failure or refusal on the part of the subcontractor to take the necessary steps to ensure the safety of workers and other person involved in accordance with these specifications, the OHS Act and the regulations shall be sufficient cause to apply the above penalties.



## Risk Assessment Matrix

**Risk Prioritisation Number / Risk Rating = Severity x Likelihood**

Severity Table

Pt	Severity level	Workplace Safety	Workplace Health	Loss / Damage	Downtime Incurred
5	Critical	Fatality, single or multiple	Acute Poisoning, Failure of Major Bodily Functions	More Than R10 million damages	More than 1 year for full re-instatement
		Permanent Body Injury or Loss of Use for more than 30 days	Infection with No Known Cure		
4	Very Serious	Injury requiring 30 days of hospitalisation and/or medical leave	Moderate exposure, Reversible injury to Bodily Functions on prolong recovery	More Than R1 million damages	More than 3 months for full re-instatement
		Temporary Body Injury or Loss of Use for more than 10 days but not exceeding 30 days	Infection with Known Cure but extensive treatment		
3	Serious	Injury requiring 10 days of hospitalisation and/or medical leave	Mild exposure, Reversible injury to Bodily Functions with less than 30 days recovery	More Than R100k damages	More than 1 month for full re-instatement
		Temporary Body Injury or Loss of Use for up to 10 days	Infection with Known Cure but extensive treatment		
2	Marginal	Injury requiring maximum of 3 days of medical leave only	Very Mild exposure, Reversible injury to Bodily Functions with less than 3 days recovery	More Than R10k damages	More than 5 days for full re-instatement
		Temporary Body Injury or Loss of Use for 3 days or less	Infection with Known Cure but treatment needed		
1	Negligible	First aid treatment only	Very Mild exposure, Reversible injury to Bodily Functions with less than 3 days recovery	Less than R5k damages	No significant downtime
		No or superficial injury	No Exposure		

Likelihood Table

Pt	Likelihood level	Likelihood of Occurrence / Exposure Criteria
5	Frequent	Likely to occur many times per year
4	Moderate	Likely to occur once per year
3	Occasional	Might occur once in three years
2	Remote	Might occur once in five years
1	Unlikely	Might occur once in ten years





### Risk level Determination - 5 x 5 Matrix

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

		SEVERITY				
		Critical(5)	Very Serious(4)	Serious(3)	Marginal(2)	Negligible(1)
LIKELIHOOD	Frequent(5)	25 Operation not permissible	20 Operation not permissible	15 High priority	10 Review at appropriate time	5 Risk acceptable
	Moderate(4)	20 Operation not permissible	16 Operation not permissible	12 High priority	8 Review at appropriate time	4 Risk acceptable
	Occasional(3)	15 High priority	12 High priority	9 Review at appropriate time	6 Risk acceptable	3 Risk acceptable
	Remote(2)	10 Review at appropriate time	8 Review at appropriate time	6 Risk acceptable	4 Risk acceptable	2 Risk acceptable
	Unlikely(1)	5 Risk acceptable	4 Risk acceptable	3 Risk acceptable	2 Risk acceptable	1 Risk acceptable

Review the risk assessment records every year or whenever there are changes in processes, work activities or upon any incident occurrence, whichever is earlier.

Action Table

Colour	Score	Risks	Action
	16 - 25	High	Manage risk Stop operation & review controls. If necessary abort experimentation.
	12 - 15	Warning	High priority remedial action Proceed with extreme caution with supervision at all times. Implement additional (secondary) controls immediately. Review within 7 days. Emergency control measures shall be in place.
	8 -10	Medium	Take remedial action at appropriate time Proceed with care. Additional control is advised. Review shall be implemented within 30 days.
	1 - 6	Warning	Risk acceptable: Residual risk If possible, risk reduction should be further considered, particularly severity. There are no imminent dangers. Frequent review shall be in place especially changes in procedures, materials or environment.

BASELINE HAZARD IDENTIFICATION AND RISK ASSESSMENT												
CLIENT / EMPLOYER				Independent Development Trust								
PROJECT / CONSTRUCTION SITE & EXACT LOCATION OF THE WORKS				Cabane Senior Secondary School								
Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
1a.	1b.	1c.	1d.	2a.	2b.	2c.	3a.	3b.	3c.	3d.	3e.	3f.
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks
SITE SPECIFIC RISK ASSESSMENT												
1	Permit application to DoEL	Principal Contractor not submitting the required documentation timeously. Client information delays. PC not keeping competency as per approved permit	Delayed submission of documentation to the Department of Employment and Labour resulting in project delays.	4	4	16	Principal Contractor to begin with document preparation immediately after formal appointment and liaison with the Client appointed Pr CHSA. Client appoint CHSA at design phase. Education of PSP on permit requirements. PC to maintain competent employees for works	2	2	4	N/A	Manage
2	Gaining access to site. OHS 8.9.12.15.	Access not planned,, site creep not controlled, traffic not planned. Noise and dust.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	3	12	Proper layout of site by Construction Manager, taking into consideration all transport plant and material movements and storage on site. Construction Manager to check layout Drawing to compare with the requirements of the OHS Act and other relevant regulations. to be agreed with Client.	2	3	6	8.1 & 8.5	Manage: Provide site lay out plans and method statements.
3	Site security and safeguarding	Lack or absence of access control. Inadequate security controls. Loss of client documents and processes. Fire and community unrest. Lack of Covid monitoring at access point. Access to works by animals and children. Archaeological findings ignored.	Theft and delays. Loss of contract, finance. Life. Covid 19 transmission. Loss of material. Loss of contract and lives	5	5	25	Security guards to be appointed to keep watch. No smoking in works areas, Police clearances, supervision, work scheduling. Symbolic safety signage. Covid warning and monitoring	3	3	9	Principal Contractor	To be monitored and implemented on an ongoing basis
4	Storage of flammables GSR 4 & Cr25	Unsafe storage of flammables. Mixing polymers, combustibles and flammables'. Lack of MSDS controls.	Risk of fire, explosions resulting to burns to the body or even multiple fatalities. Fire spreading to adjacent structures. Serious damages to property. Loss of finance, time, life	5	3	15	Flammable store to be well ventilated and fitted with a roof to protect from direct exposure to sunlight. HCS Supervisor / Controller to be designated in writing. Induction of workers and visitors. No smoking controls and signage.	5	1	5	Principal Contractor	Proceed with care. Additional control is advised.
5	Electrical Installations Temporary electrical installations CR 24 and ER, EMR	Incompetent and/or unregistered electricians. Incorrect/unsafe installations. Damaged cables. Exposed wires. Failure to ensure lock out and dead conditions on major electrical services: Generator, UPS and E. Supply. Wrong lead use.	Electrocution, fires. Serious damages to property. Serious injuries, possible fatalities.	4	3	12	Installation to be done by a competent registered electrician or registered electrical contractor. Electrical Installations Inspector to be designated in writing. PC to ensure dead conditions prior to work activity and demolition. Lock out procedures as required. COCs and lock out where required.	4	1	4	Principal Contractor	Proceed with care. Additional control is advised. Temporary Electrical Installations Inspector to monitor and control.
6	Availability of basic facilities and emergency services / equipment. CR. 29, 30.	Not having the essential services readily available.	Worsening of first aid injuries. Detrimental health to employees. Spread of fires, disease and increased risk.	4	3	12	Plan, Provide and implement.	3	2	6	Principal Contractor	Proceed with care. Additional control is advised.
7	Public safety OHS 8.	Transmission of Covid Lack of safety hoarding and works controls. Lack of managing deliveries. Lack of access control. Loss of water quality. Poor communication with public: unrest	Injuries to persons and / or the public. Public liability / court claims. Transmission of Virus, death. Loss of time, reputation and monies.	4	4	16	Induction of workers and visitors. Symbolic safety signs and notices. Work scheduling and traffic routes planned and controlled. Covid 19 controls. ID of workers. Promote liaison with community and keep agreements in writing.	3	2	6	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.

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8	Designation of laydown areas	With inadequate space various materials will be stacked on top of each other causing unstable stacks. Lack of cleaning of material and equipment, poor maintenance and control of areas. Site creep. Pollution of external areas.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	3	15	Laydown areas to be sufficient in size. Timber poles and/or other suitable base material to be available to stack materials on. Laydown areas to be of firm level ground. Laisse with Client and plan. Do not allow demolition rubble, deliveries to crowd access. Lay down areas must be inspected. Spill control is critical.	3	2	6	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
9	Employee Facilities: ablution s, water, shelter and services.	Illegal facilities: pit latrines. Unclean and unhygienic ablution facilities. Non-ventilated ablution facilities. Mosquitos and odour. Covid transmission. Lack of drinking water. Employee neglect.	Environmental pollution, legal liability Loss of time, health, reputation and contract.	3	3	9	Toilets are to be well ventilated and kept clean and hygienic at all times. Chemical ablutions is specified. Water for washing of hands to be readily available. PC to discuss porta loo from registered supplier or building ablutions and connecting into structural sewer as arranged with PA. Provide under cover eating areas, domestic waste bins, Hand wash stations. Ablutions on level ground, secured against turning over. Prevent sexual harassment.	3	2	6	Principal Contractor	Failure to provision and maintain: 5.1.q
10	Poor waste management	pollutants. Site creep.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	3	12	Good housekeeping and waste disposal always in work areas and laydown areas. PC will have to ensure that demolition rubble is correctly timorously disposed off.+ Recycle, Reuse, and minimize	2	2	4	Principal Contractor	Monitor.
11	Selection of workers / staff for site	Employees medically unfit and incorrectly placed for job categories. Vulnerable employees. Fear of reporting illness	Accidents resulting in injuries and/or damage to property.	3	5	15	All employees to have medicals done before commencing work on site. Employment of local labour to be done in accordance to issued specification relating to the matter. Ensure communication without victimization.	3	3	9	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
		Incompetent staff appointed on project. Lack of police clearance certificates	Accidents due to incompetency resulting in serious injuries and/or damage to property. Possible fatality/is.	5	4	20	Skilled staff to have proof of competencies available. Appointed contractor to ensure all qualifications of staff are verified before appointment for project.	3	3	9	Principal Contractor	Pre-employment controls
		Lack of adequate staffing for work. Lack of Statutory compliance UIF and contracts	Accidents resulting in injuries and/or damage to property.	5	3	15	All staff to be inducted for site before work commences. Contractor to ensure induction is project specific. Every one coming into the site for the first time must be inducted (Visitors). Staff to have COIDA, Contracts and UIF, fit 4 work	5	1	5	Principal Contractor	Proceed with care. Additional control is advised.
*RPN - Risk Prioritization Number												

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
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S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks
<b>WORK SPECIFIC RISK ASSESSMENT</b>												
1	Use of hand tools	Sub-standard and unsafe hand tools; Incorrect use. Lack of hygiene	Injury to parts of the body. Spread of disease	2	5	10	PPE, checks/inspection registers, control, training.	2	3	6	Principal Contractor	Monitor.
2	Use of portable power tools	Sub-standard electrical power tools and incorrect use thereof. Lack of hygiene. Tripping client operations.	Loss of health and injuries. Loss of material, time, finance, reputation. Public liability risks.	3	5	15	Control, checks, issue and inspection registers to be completed, Training, emergency action / plan. COC's for compliance	3	3	9	Principal Contractor	Monitor.
3	Loading and Off-loading	Unsafe offloading of material and unsafe material stacks; Heavy objects and manual handling; Shortage of persons for task; Vehicle accidents. Pollution	Injury and loss of finance, reputation and contract. Loss of time and material.	3	4	12	Adequate number of workers for the task at hand; Proper training and induction on manual handling techniques; PPE and adequate supervision; Use designated area for offloading, stacking and storage of material. Plan. Delivery of supplies must ensure no dumping external to site.	3	3	9	Principal Contractor	Site layout plans should be used check delivery impacts.
4	Stacking and storage	Improper stacking and storage.	Serious injuries and/or fatalities.	3	4	12	Good housekeeping; Competent Stacking & Storage Supervisor; Demarcated material laydown areas; Stacking and storage inspections;	3	3	9	Principal Contractor	Remedial action is required
5	Lifting operations	Unsafe use of lifting equipment and Lifting plant (Cranes) Lifting Equipment / Tackle not load tested; Incompetent Operators; spread of Covid	Falling of suspended loads due to equipment failure causing serious injuries / fatalities, property damage, production loss. Manage and maintain hygiene off equipment used by multiple people	5	4	20	Load testing and inspections, Inspection registers & load test certificates; Control by equipment identification, replace defective equipment; Accredited training per category/unit standards of Lifting machines. Supplier deliveries and Plant to be managed.	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
6	Working in Elevated Areas / Heights CR. 10 and 16 GSR6. SANS 100085.	Unsafe / incorrect use of ladders / scaffolding; Poor erection of scaffolding; Non-Use of Recommended FAS; Lack of Edge Protection;	Falling from height resulting in serious injuries or fatality; Scaffolding collapse leading to multiple serious injuries or fatalities, damage to property and production loss.	5	4	20	dining room roof height +-3.5M. Comprehensive fall protection plan developed by a competent fall protection plan developer; Competent scaffold erectors and inspectors; Proper erection and inspection of all scaffolding; Work at heights training and competency; Adequate supervision;	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
		Falling objects. Ill employee. Weather: lightning, high winds and rain. Poor housekeeping	Objects falling on workers below, resulting in serious head injuries and Equipment/tools damage. Falls and slips	5	4	20	Installation of nets and toe boards; Worker training and induction; Regular tool box talks; Identification of "no go areas" and putting up warning signage; Provision of hard hats and other PPE; DSTI's and control off loads	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
7	Excavation Work Cr 13 GSR 7. Bulk earth works.	Use of heavy equipment on site to excavate; Incompetent operators; Poor visibility; Underground or overhead services. Poor soil conditions, vertical cut to embankments, rain and lack of storm water controls	Collisions with other machines or workers resulting in serious injuries or fatality and property damage; Heavy machinery falling into excavations;	5	4	20	Appoint competent Excavations Supervisor; Fit and competent operators to be appointed for the job; Workers to wear high visibility clothing at all times; Worker training and induction; Regular safety talks; Workers to stay clear of heavy machinery; Dust control measures to be in place; Storm water management	4	4	16	Principal Contractor	Risk focus for this site
		Working beneath structures	Injuries due to unsafe use of picks and shovels; Collapse of excavations while there are workers inside leading serious injuries.	4	4	16	Workers keep a safe distance from each other when using picks and shovels; Induction and clear work instruction; Inspection of excavations at appropriate intervals; Adequate supervision;	4	2	8	Principal Contractor	Remedial action is required
		Open trenches / unprotected excavations. Soil conditions and depth and size of excavation location.	Physical injury due to falling into excavations	4	4	16	Open trenches and excavations must be kept to a minimum where possible; Monitoring and barricading of excavations with suitable protective material; Proper instruction and warning signage; Ensure care with services and plan accordingly. Trench of 1m must be shored. Excavations strictly managed.	4	3	12	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
1a.	1b	1c.	1d.	2a.	2b.	2c.	3a.	3b	3c	3d	3e	3f
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8	Excavation Work (Cont.)	People & vehicle / plant movement in close proximity to excavations. Serves as a serious hazard	Serious injuries or fatality; Asset Damage; Production Loss;	5	4	20	All excavations deeper than 1.5m shall be adequately shored and braced if not sloped; All excavation areas to be barricaded until backfill is complete; Daily Excavation inspections to be conducted before work commences by the appointed inspector (CR13(1)(a)); Checklists to be handed to safety officer for filing; Warning & prohibition signage to be installed at access to excavation. Restrict access to excavation area only to authorized persons & plant.	5	3	15	Principal Contractor	Constant monitoring and control.
	Existing Services	Not being aware of existing services (i.e. Electrical and data cables; water and sewer lines)	Damage to existing services; Power cuts, flooding and sewer spillages; Coming into contact with live electrical services may result into electrocution causing serious injuries or even fatality;	5	4	20	As-built drawings and drawings for existing services; Induction of workers and proper work instruction; Wearing of non-conductive gloves when exposing services by hand; Competent operators; Adequate supervision; lock out	5	3	15	Principal Contractor	Monitor.
	Operating of Heavy Construction Vehicles and Mobile Plant on site	Failure to inspect vehicles and mobile plant; Faulty vehicles and plant; Lack of access and route planning	Equipment failure resulting in serious injuries or fatalities, asset damage and production Loss	5	4	20	Daily pre-use inspections by drivers and operators; Maintenance plans / schedules and implementation; Induction of workers and visitors; Plant to be equipped with warning devices (construction light, reverse hooter, flag, etc.)	4	2	8	Principal Contractor	Remedial action is required
9		Incompetent and unfit operators; Not planned deliveries, no traffic controls	Vehicle and plant collisions resulting in serious damage to property and loss of production; Workers / visitors being bumped or run over by vehicles and plant resulting in serious injuries or even fatality;	5	4	20	Operator to be inducted & appointed in writing; Proof of medical fitness to be available; Proof of competency and licencing to be made available prior; High visibility clothing and alertness to the immediate surroundings; Site access is restricted with Client needs. PLANNING.	5	3	15	Principal Contractor	Remedial action is required
10	Temporary Works CR. 12	Poor or no temporary works designs; Incompetent Erectors and / or Inspector; Poorly erected temporary works; Incorrect supports	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Competent appointed person/s to design, supervise, inspect and approve temporary works must be appointed; Temporary works designs to be made available; Training of temporary works erectors; Regular safety talks and adequate supervision; Inspection of temporary works as prescribed;	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
11	Demolition CR. 14, Minor demolition may be required on wrong construction methods used..	Lack of hoarding and access control. Noise, vibration and dust. Lack of competency. Lack of preventing collapse of structures. Flooding. Unplanned outage on hospital function. Asbestos or lead, Aspergillus, moulds and funguses, bird droppings	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Apppt competent planner and controller. Inspect. Minimize risks. Manage waste timorously. Ensure structural integrity. also of adjacent structures. Isolation of services. Have relevant approved demolition plan and sequence. Detailed structural engineers survey of structure. Inspections during demolition works which includes support structures and hoarding. Plan to minimize noise, vibration and dust. Employees informed, ventilation planned for, correct PPE. controlled access and egress. emergency readiness. Plan for AR and LR to be applied.	5	2	10	8.1 of PC	Structural areas must have Methodologies.
12	Steel Fixing	Lack of proper hazardous waste management on site; Incorrect disposal of hazardous waste products; Lack of proper hazardous waste bins;	Tripping / falling over obstacles on ground resulting in injury to workers;	3	4	12	Daily removal of offcuts/ left over steel: daily tidying of stacked/ stored material; Create level pathway to job;	3	3	9	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
		Placing / fixing steel at heights over 1.5m above ground: decks;	Loose deck plates allowing workmen to fall through, fall from height resulting in serious injuries or even fatality; Plan for 1.5 m distancing during works	5	4	20	Provision of working platform with access ladders and handrails, as a well as fall arrest equipment where scaffold is not possible; Supervisor to ensure deck panels are inspected before commencing work;	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
1a.	1b	1c.	1d.	2a.	2b.	2c.	3a.	3b.	3c.	3d.	3e.	3f.
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13	Concrete Work - Delivery of concrete by supplier (Ready Mixed)	Ready-mix trucks may collide with other vehicles on site; access for plant delivery. Environmental damage to ground water systems	loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	4	16	Ready mix to indicate prior to entering the site and be guided/directed to the off-loading zone, ensure min speed limit clear access route of other site vehicles as well as workers;	4	3	12	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
	Concrete Work - Delivery of concrete by chute to job	Manual handling of chute; Uneven terrain / obstacles on ground may cause slips/ trips/ falls; Restraint on access	Injuries to workers : hands, body, head etc. Damage to structures.	4	4	16	Training in correct handling methods / provision of gloves; Ground to be free of obstacles; Supervisor to ensure correct / specified Gloves are worn (PVC);	4	3	12	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
	Concrete Work (Cont.) - Delivery of concrete at height over 1.5m	Fall from height;	Serious injuries or fatality;	5	4	20	Provision of working platforms with access ladders and handrails; Supervisor to monitor and take control;	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
	Concrete Work - General (Placing concrete from bucket hoisted by crane)	Concrete bucket hitting the worker; Opening and closing of bucket; Environmental damage	Injury to workers, time lost, and possible fatal incidents. Environmental pollution.	5	4	20	Only the Banksman / Spotter responsible for directing the crane during loading and discharging, workers to be advised to stand clear of the path of the bucket; Supervisor to ensure clear visual communication at all times; Ensure bucket is properly closed after each placing, use correct PPE issued on the "PPE Schedule"	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
	Concrete Work - General (Vibrating concrete)	Concrete splash from vibrating, operating the poker; Noise	Injury to workers, possible serious injuries; Health impacts: Noise, vibration and dermatitis	4	4	16	Use correct PPE issued on the "PPE Schedule"; Operator self check for PPE; Supervisor to ensure and control;	4	3	12	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
14	Brick Workand Mortar	Mixing of mortar - Faulty hand tools;	Injury to workers	3	4	12	Use of correct PPE, tools in good condition; Supervisor to monitor; Regular tool box talks;	3	3	9	Principal Contractor	Remedial action is required
		Stacking or Placing bricks at work - Bricks falling over, brick could cut skin. Throwing bricks	Injury to parts of the body. Ergonomic hazards, Loss of materials	3	4	12	Proper and safe stacking of bricks; Use of correct PPE; Regular toolbox talks Adequate supervision; SWO for brick handling and Mixing plaster.	3	3	9	Principal Contractor	Remedial action is required
		Supplying mortar to bricklayer; Brickwork's to walls - faulty hand tool, poor standard of scaffolding or trestles. Not using correct plaster sand. Leaving finds on plaster, poor project quality	Injury to parts of the body	3	4	12	Use of correct PPE; Good standard of scaffolding/ trestles, tools in good condition;	3	3	9	Principal Contractor	Remedial action is required
		Placing window, door frames, and lintels - Falling frames and lintels;	Injury to workers, possible serious injuries;	4	4	16	Checks to be done to confirm that windows and door frames are well stayed; Use of correct PPE; Supervisor to monitor and control;	4	3	12	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
15	Emergency planning and response CR. Requires emergency planning for high risk work.	Fire, collapse of structures, delay in patient care, theft, fatalities, Covid outbreak. Hospital emergencies. Outages. Public complaints and unrest. Loss of public property records	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Plan for when things go wrong: Appoint emergency coordinator, display route plan to assembly areas. Ensure access to these areas. Have emergency and relevant role players contact numbers. Co-ordinate with Client. Build relationships with Police and relevant service providers. Plan for project continuity. Plan to prevent incidence. Have Incident procedures.	5	3	15	Principle Contractor.	Fire prevention method statement.
16	Contractor Management	Unapproved contractors on site. No COIDA. Lack of competent oversight by PC. Failure to have SMME management and support. Appointing 1 SMME for to many roles.	Legal non-compliance; Risk to Client and project; Stoppages due to non-compliance;	5	4	20	Plan for when thigs go wrong: Appoint emergency coordinator, display route plan to assembly areas. Ensure access to these areas. Have emergency and relevant role players contact numbers. Co-ordinate with Client. Build relationships with Police and relevant se	5	3	15	Principal Contractor	Remedial action is required
*RPN - Risk Prioritization Number												

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<b>COVID-19 GENERIC RISK ASSESSMENT</b>												
1	Preparation for works commencement on site	Lack of appropriate documentation required prior to commencing work; Commencing work on site without approved H&S documentation.	Failure to comply with legal requirements resulting in work stoppage, increased infection rates, and possibly legal action against the PC.	5	2	10	Approval of work commencing to be obtained from the client prior to commencing work. COVID-Ready Workplace Plan, risk assessments to be prepared by the principal contractor and communicated to employees once approved.	5	1	5	Principal Contractor	Proceed with care. Additional control is advised.
2	Site Preparation	Site not COVID-19 ready (Contaminated surfaces; Lack of PPE supplies; Lack of COVID-19 signage; etc.)	Staff not provided with suitable PPE resulting in increased risk of infection; Employees coming in contact with contaminated surfaces may be infected	4	3	12	Decontamination / disinfection of work place and equipment before commencing work and at regular intervals; Disinfectant to be available and employees to be made aware to clean surfaces regularly; Procurement of COVID-19 suitable PPE prior to returning to site;	3	3	9	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
3	Occupational Health / Symptom-Screening	Workers symptom free but infected with COVID-19, older workers of 60+, workers with underlying auto-immune or chronic diseases. Non-screening of workers and visitors; Non-disclosure of underlying auto-immune or chronic disease by workers and visitors to site.	Increased risk of transmission to others, compromising the vulnerable groups  Unscreened and asymptomatic workers or visitors to site resulting in increased exposure to others; Cross contamination amongst workers and contamination of surfaces	5	4	20	COVID-Ready Workplace Plan, Policy and method statement to be available relating to screening surveillance. All workers are to be symptom screened at the time that they report to work, to ascertain whether they have any of the observable symptoms associated with COVID 19, namely - fever, cough, sore throat, redness of eyes or shortness of breathing. PC to provide methodology to remove staff from site safely to an identified test site; Workers to be made aware of risk of non-disclosure of COVID-19 symptoms; Staff in exposed age group and compromised health condition to be considered high risk and managed appropriately. Site security fence to be maintained and all access points to be controlled / manned.	5	3	15	Principal Contractor	Stop before entry: If in contact with a + tested person, quarantine 10 days regardless of symptoms. Keep contact details.
4	Induction/Training	Failure to induct workers and lack of training; Lack of correct and updated information/ awareness. Lack of induction warnings of hazards in access to site, Client needs of access and traffic.	Workers not adhering to prescribed controls due to lack of awareness resulting in increased exposure.	5	4	20	Copies of all the updated and relevant regulations and guidelines to be readily available on site and communicated to workers; Information / Awareness posters to be conspicuously displayed at strategic positions on site; Toolbox talks / DSTIs addressing COVID 19 related risks. Induction must address Client needs; access and traffic risks.	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
5	Demographics of labour	Vulnerability due to age, underlying auto-immune or chronic disease/s. Transporting incorrectly	Health complications of vulnerable groups once infected with the virus; Possible death.	5	4	20	List of vulnerable employees to be maintained; The screening surveillance policy and method statement to be adhered to; Induction, DSTIs and toolbox talks to be done daily on topics relating to Covid-19, personal hygiene and PPE. Strict enforcement for use of PPE; Job substitution if possible for those who are affected. Staff in exposed age groups and compromised health conditions to be considered high risk and managed appropriately.	4	3	12	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
6	Origin of labour	Use of public transport to get to work and to move between towns and cities, districts, municipalities and rural villages; Workers who may have come into close contact with suspected COVID-19	Non-use of cloth or respiratory masks / face shields by public transport commuters; Employees / workers could be possibly exposed and get infected resulting in spreading of the virus during movement.	5	4	20	Selection and provision of transport services compliant with gazetted requirements. Policy and procedures and rules for travel, where possible to limit the use of public transport, or to arrange selective methods of transport, ongoing toolbox talks and if possible supply of cloth masks to be worn when travelling. Limitation of border crossing unless specialised contractors. Staff in exposed age group and compromised health condition to be considered high risk and managed appropriately.	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
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S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks
7	Personal hygiene	Poor personal hygiene and improper cough / sneezing etiquette. Spread of Covid 19 and other HBA's.	Increased risk of spreading the virus amongst co-workers and contaminating surfaces and/or tools. Touching of surfaces, tools and items that may have been contaminated;	5	3	15	Workers to be trained on proper personal hygiene, which training must include the following: - Frequently clean hands by using provided alcohol-based hand rub or soap with water. - Covering of mouth and nose with a flexed elbow when coughing / sneezing - Maintaining safe social distancing by avoiding close contact with anyone that has fever and cough (2m social distancing) - Avoiding unnecessary touching of surfaces Covid plan.	5	2	10	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
8	Hand Sanitizers, Disinfectants and paper towels	Lack of adequate stock of sanitizers, disinfectants, paper towels	Poor implementation of hygiene protocols due to lack of resources resulting in increased risk of exposure and cross-infection;	4	4	16	Principal Contractor to ensure availability of stock at all times on site; It is recommended that adequate quantities of stock that should last for at least one month be procured and weekly as per the demand on site;	4	3	12	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
9	Use of chemicals / flammable substances	Inappropriate use and unsafe storage of chemicals due to lack of training (Sanitizers, disinfectants, detergents)	Sensitivity to some of these chemicals may cause unpleasant skin conditions such as mild irritation, skin burns or rash, etc. Risk of fire due to incorrect usage and storage of alcohol based sanitizers;	3	3	9	Training on safe use and correct storage of chemicals must be provided to the workers; Relevant MSDSs to be made available on site; Any worker who develops any unpleasant skin reactions must report the matter to site management / CCO for investigation;	3	2	6	Principal Contractor	Proceed with care. Additional control is advised.
10	Transportation	Maximum allowed capacity exceeded. No facilities for sanitising vehicles and passengers. No additional protective measures available, e.g. face masks. Unlicensed drivers and operators. Incorrect transport of equipment and workers. Overloading. Speeding.	Increased risk of cross contamination during transportation; Workers older than 60 years and workers with compromised health/immune condition statistically has a low chance to recover and are more susceptible to contract the virus.	5	5	25	Selection and provision of transport services compliant with gazetted requirements. Policy and procedures and rules for travel, where possible to limit the use of public transport, or to arrange selective methods of transport, ongoing toolbox talks and supply of cloth masks to be worn when travelling or moving on and off site. Vehicles maintained at 70% capacity or less. Vehicles sanitised between trips. Hand sanitiser provided for passengers. Staff in exposed age group and compromised health condition to be considered high risk and managed appropriately.	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
11	Social distancing	Construction tasks requiring more than one worker; Congestion at site entrance during arrival and departure from site; Welfare facilities, meeting areas.	Inability to maintain social distancing resulting in increased risk of cross infection;	5	5	25	Policy and method statements for the provision of suitable and sufficient PPE. Demarcation and spacing of queueing areas. Segregation of queueing areas and public outside site perimeters. Meeting/eating areas large enough to maintain 2m distance at maximum occupancy, use of drones, security cameras to limit the need to spend time on site. Only essential workers to spend time on site. Staggered meeting/eating times, use of Zoom, Skype, teams for meetings where necessary. Individual, segregated facilities for safe keeping. Induction training and a programme for information and training.	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
12	Alcohol and substance abuse	Workers, visitors arriving at site under the influence of substances; Use of Breathalyzer for alcohol testing;	Intoxicated workers and/or visitors not complying with procedures laid down to prevent the spread of the virus; Cross infection due to use of shared breathalysers;	5	4	20	Policy and method statement for substance abuse to be reviewed, management of visitors and workers under the influence of alcohol or other substances. Use of disposable individual testing units and appropriate disposal in hazardous waste bins.	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
1a.	1b.	1c.	1d.	2a.	2b.	2c.	3a.	3b.	3c.	3d.	3e.	3f.
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks
13	Waste management	Lack of proper hazardous waste management on site; Incorrect disposal of hazardous waste products; Lack of proper hazardous waste bins;	Spreading of virus and contact with virus causing infection from handwashing, paper towels, cleaning equipment and other related waste products.	5	3	15	Prepare a policy, method statements, HIRA. Establish and follow protocols for disposal of hazardous waste (containers). Awareness through notices (posters) regarding correct procedures and classification of waste. Competent supervision and adequate awareness training required. Provide adequate supplies of material and consumables, provision of sealable disposal containers/bags through appropriate waste removal company. Provide adequate supply of paper towels. Ensure appropriate management.	5	2	10	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
14	COVID-19 Awareness Signage / Posters	Lack of COVID-19 awareness signage and posters	Workers not adhering to prescribed controls due to lack of awareness resulting in increased exposure.	5	3	15	A policy and method statement to be prepared. Display of posters and signage with the site rules and protocols that needs to be maintained at strategic points. Awareness through notices and posters regarding correct protocols to be maintained. Competent supervision and adequate awareness training required. Discipline to be applied to those not complying.	5	2	10	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
15	Access Control	Uncontrolled access points; Untrained access controller / security guard Poor maintenance of site security fence;	Unauthorised access to site resulting in increased risk of contamination of the workplace and cross infection; Access controller / security guard not following correct procedure; Workers, visitors, site administration arriving on site via personal and public transportation.	5	4	20	Policy and method statements. All persons entering site to sanitize hands, prior to entry to site. Access controller trained on correct procedure to follow and how to utilize no-contact hand-held thermometer. Back-up access controllers trained on same procedure. All persons entering site screened by trained access controller. Periodic alcohol testing to continue however only when warranted through suspicion.	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
16	Construction Vehicles & Mobile Plant	Lack of awareness amongst operators; Failure to disinfect construction vehicles and mobile plant	Operators allowing others inside operator cabs that are designed for one person may increase the risk of contamination and infection; Contaminated surfaces due to failure to disinfect;	5	4	20	Updated policy, method statements and HIRA; Proper induction of operators, toolbox talks and relevant DSTIs; Implementation and maintenance of disinfecting programme for construction vehicles and mobile plant; Operators to also wear prescribed PPE at all times; Supervision to monitor and control;	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
1a.	1b.	1c.	1d.	2a.	2b.	2c.	3a.	3b.	3c.	3d.	3e.	3f.
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks
17	Welfare facilities	Inadequate space for maintaining social distancing; Failure to disinfect welfare facilities; Possible contaminated surfaces;	Inability to maintain social distancing resulting in possible cross contamination and increased risk of infection; Workers coming into close contact with contaminated surfaces resulting in virus infections;	5	4	20	Updating of policy, method statements and HIRA, limiting of personnel on site to minimum number required to maintain control and management. Implement and maintain cleaning and disinfecting programme. Site rules for social distancing to 1.5m. Stagger number of people attending induction and training sessions. Use technology to avoid close proximity between individuals where possible.	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
18	Emergency planning and response	Overcrowding of assembly points; Not following correct procedure for dealing with COVID-19 suspected cases; Emergency Co-ordinator not trained in COVID-19 emergency response procedure; Lack of isolation facility. Fire; traffic accidents, crushing incidents, collapsed structures	Assembly points may have more than the specified number of people; Limited space for social distancing when practicing or during actual emergencies resulting in cross infections;	5	3	15	Review emergency plan and method statements. DSTIs and toolbox talks. Competent supervision and emergency co-ordinator to be trained on emergency arrangements. Updating of the emergency plan and communicated to all personnel. Emergency Number List updated to include National Institute of Communicable Diseases (NICD) Emergency Hotline – 0800 029 999 and dedicated Isolation Hospital Details.	5	2	10	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
19	First Aid	First Aid Attendant not trained in COVID-19 and proper procedure to be followed when rendering first aid; First Aid Attendant not provided with and not using suitable PPE. Lack of general competency and valid certification. No First aid box or signage.	First Aid Attendant not following proper procedure and not wearing suitable PPE when rendering first aid to injured employee/s;	5	3	15	The designated First Aid Attendant must be made aware of the hazards and risks related to COVID-19; Suitable PPE for the First Aid Attendant must be readily available on site at all times (N-95, FFP1 / FFP2 masks, Goggles and Latex gloves); CCO to monitor and control; Competency and resources must be up to date. report and record cases.	5	2	10	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
20	Personal protective equipment	Workers not provided with suitable PPE; Lack of PPE usage by the workers; Lack of training on correct and proper use of PPE provided; Lack of worker visibility.	Workers not having suitable PPE; Non-use and incorrect use of PPE increases the risk of contracting the virus; Incorrect disposal of used disposable PPE, putting those who may come into contact with such at risk of infection;	5	5	25	Update the policy, method statements and HIRA for PPE. No employee and or visitor will be allowed on site without a face mask. N95 masks only for medical or high risk workers. Adequate training must be provided in the correct use and disposal of these masks. Cloth masks must be washed and ironed daily. Face shields protect mouth, nose and eyes. Daily cleaning of face shields. No sharing of PPE will be permitted. Adequate supervision, inclusion induction, policy, method statements and HIRAs. Covid PPE does not replace conventional PPE as per Construction activity HIRA. Employees must wear marked reflector vests.	5	3	15	Principal Contractor	In some cases, during refurbishments, cloth masks do not prevent dust inhalation: Use correct PPE to protect against inhalation risk and revert to cloth masks as applicable.
21	Contractor Management	Non-compliant Contractors and lack of monitoring	Increased risk exposure due to lack of monitoring and enforcement resulting in the spread of the virus;	5	4	20	Update the policy, method statements and HIRA. Ensure contractors have procedures in place to screen their workers and visitors prior to entering site; Frequent site visits by the designated COVID-19 Compliance Officer; Disciplinary action to be taken against non-compliant Contractors. Check all project data. resource adequately.	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
22	Consequence management	Failure to appoint the COVID-19 Compliance Officer; Failure to report confirmed COVID-19 cases that are work related to the relevant authorities;	Non compliance issues not promptly addressed may result in work stoppage and possible legal action taken against the PC;	5	4	20	Revision of policy, method statements and HIRA. PC must ensure that a COVID-19 Compliance Officer is appointed in writing; Proper reporting procedures must be adhered to; PC must ensure that site is updated daily with all the relevant COVID-19 information; Workers should be updated with new information daily; PC must ensure that company disciplinary procedures are in place. All employees should have knowledge of the company disciplinary procedures and action must be taken against those who are deliberately non-compliant; Work stoppage/site closure where non compliance	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.

## 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 Roads 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. Page

**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.



## DEPARTMENT OF PUBLIC WORKS

### HIV/AIDS

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## SPECIFICATIONS FOR

## CIVIL CONTRACTS

## NOTES TO CONSULTANTS

Please include the following note to tenderers, Preliminary and General items and HIV/AIDS Specification with the attached schedules in the appropriate Sections in the Bill of Quantities.

## **NOTES TO TENDERERS**

### **HIV/AIDS AWARENESS**

These Bills of Quantities contain items relating to HIV/AIDS awareness. The items have been included under “Section 1: Preliminary and General” to enable tenderers to allow for the implementation of prescribed HIV/AIDS awareness specifications for the benefit of all workers under this Contract.

Tenderers must take note that compliance with the HIV/AIDS awareness programme is compulsory.

## SECTION 1: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
		<b>HIV/AIDS AWARENESS</b>					
1. ...		It is required of the Contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the Bills of Quantities. Provision for pricing of HIV/AIDS awareness is made under items 1. .... to 1. ... hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained The Contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the Representative/Agent, notwithstanding the provisions of Clause 52 of the General Conditions of Contract for Works of Civil Engineering Construction or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the Contractor provides satisfactory proof of compliance. The Contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment					
1. ...		<b>AWARENESS CHAMPION</b> Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification	Sum				
1. ...		<b>AWARENESS WORKSHOPS</b> Selection and appointment of a competent Service Provider approved by the Representative/Agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification	Sum				
1. ...		<b>POSTERS, BOOKLETS, VIDEOS, ETC.</b> Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification	Sum				
1. ...		<b>ACCESS TO CONDOMS</b> Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification	Sum				
1....		<b>MONITORING</b> Monitoring HIV/AIDS awareness of workers, providing the Representative/Agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification	Sum				

# HIV/AIDS SPECIFICATION

## **HIV/AIDS REQUIREMENTS**

### **1 SCOPE**

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers
- Informing Workers of their rights with regard to HIV/AIDS in the workplace
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices

### **2 DEFINITIONS AND ABBREVIATIONS**

#### **2.1 Definitions**

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent

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Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all

#### **2.2 Abbreviations**

HIV : Human Immunodeficiency Virus

AIDS : Acquired Immune Deficiency

Syndrome STI : Sexually

Transmitted Infection

### 3 **BASIC METHOD REQUIREMENT**

The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site
- When new Workers or Sub-contractors will join the construction project
- Duration of Workers and Sub-contractors on site
- How the maximum number of Workers can be targeted with workshops
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker
- Profile of Workers, including educational level, age and gender (if available)
- Preferred time of day or month to conduct workshops
- A Gantt chart reflecting the construction programme, for scheduling of workshops
- Suitable venues for workshops
- 

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training

The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.1 The nature of the disease;
- 3.2 How it is transmitted;
- 3.3 Safe sexual behaviour;
- 3.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.5 Attitudes towards other people with HIV/AIDS;
- 3.6 Rights of the Worker in the workplace;

- 3.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.8 How the Service Provider will support the Awareness Champion;
- 3.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.10 How the workshops will be presented, including frequency and duration;
- 3.11 How the workshops will fit in with the construction programme;
- 3.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.13 How the video will be used;
- 3.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.15 A questions and answers slot (interactive session)
- 3.16 The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated

## 4 **HIV/ AIDS AWARENESS EDUCATION AND TRAINING**

### 4.1 **Workshops**

The Contractor shall ensure that all Workers attend the workshops

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops

### 4.2 **Recommended practice**

#### 4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session

#### 4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works

#### 4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met

##### 4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS

### Assessment Criteria:

1. Define and describe HIV and AIDS
2. List and describe the progression of HIV/AIDS

#### 4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted

### Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found
2. Describe how HIV/AIDS can be transmitted
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS

#### 4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream

### Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection
2. Report on precautions that can be taken to prevent HIV/AIDS infection
3. Explain or demonstrate how to use a male and female condom
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS transmission

#### 4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

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After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling

### Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection
2. Report on why voluntary testing is important
3. Report on why pre- and post-test counselling is important

#### 4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS

##### Assessment Criteria

1. List and describe ways to manage HIV/AIDS
2. Describe nutritional needs of people living with HIV/AIDS
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS
4. Explain the need for counselling and support to people living with HIV/AIDS

#### 4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people

##### Assessment Criteria

1. Discuss anti-retroviral therapy
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS
4. Describe post exposure prophylactics

#### 4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non- discriminative way

##### Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important

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### 4.3 Displaying of plastic laminated posters and distribution of information booklets

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Public Works

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds

The posters on display must always be intact, clear and readable

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site

## **5 PROVIDING WORKERS WITH ACCESS TO CONDOMS**

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds

## **6 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)**

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The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers

## **7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION**

Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary

PW  
skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner

The Awareness Champion shall be responsible for:

- 7.1 Liaising with the Service Provider on organising awareness workshops;
- 7.2 Filling condom dispensers and monitoring condom distribution;
- 7.3 Handing out information booklets;
- 7.4 Placing and maintaining posters

**MONITORING**

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract

## SCHEDULE A

### HIV/AIDS PROGRAMME : SITE CHECKLIST

When did construction commence \_\_\_\_\_

Name of Departmental Project Manager \_\_\_\_\_

*Please refer to HIV/AIDS Programme activities during the reporting period*

Tick the block if Contractor satisfactorily complied with specifications																												
DATE	PI				PI				PI				PI				PI				PI							
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M
Programme implemented within 14 days of site handover																												
Awareness champion on site																												
HIV/AIDS awareness service provider report																												
Male condom dispenser																												
Sufficient male condoms available																												
Male condom dispenser in a highly trafficked area																												
Female condom dispenser																												
Sufficient female condoms available																												
Female condom dispenser in a highly trafficked area																												
All four types of posters displayed																												
Posters in a good condition																												
Posters in a highly trafficked area																												
Posters displayed on local support services: clinic & VCT centre																												
Support service poster/s in highly trafficked area																												

Support service poster/s in a good condition							
--	--	--	--	--	--	--	--

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<i>Please indicate the applicable number for the reporting period</i>							
Workers on payroll (at PI)							
Sub-Contractors who will be on site for longer than 30 days (at PI)							
Workshop attendees							
Number of workshops held							
Scheduled workshops according to approved workshop plan							
Booklets distributed							
Male condoms distributed							
Female condoms distributed							
<div>_____</div> <div>Representative/Agent</div>							
<div>_____</div> <div>Contractor</div>							

progress inspection (dd/mm/yy) \_\_\_\_\_

Reporting period: (dd/mm/yy)\_\_\_\_\_to (dd/mm/yy) \_\_\_\_\_

Deviations from HIV/AIDS awareness programme plan:

Corrective actions

\_\_\_\_\_

Representative/Agent

\_\_\_\_\_

Departmental Project Manager

5299

\_\_\_\_\_

Date

\_\_\_\_\_

Date

## ***SCHEDULE B***

### **HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT**

Reporting period: (dd/mm/yy)\_\_\_\_\_ to (dd/mm/yy) \_\_\_\_\_

Number of workshops conducted in reporting period \_\_\_\_\_

Number of scheduled workshops according to approved workshop plan \_\_\_\_\_

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

\_\_\_\_\_

Service Provider

\_\_\_\_\_

Contractor

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**HIV/AIDS AWARENESS PROGRAMME : WORKSHOP CONTENT ADDRESSED**

Fill in the applicable information with regard to each workshop conducted																												
DATE	W/S				W/S				W/S				W/S				W/S				W/S				W/S			
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M
<b>Content of workshop:</b> (Mark the content included)																												
SLO1																												
SLO2																												
SLO3																												
SLO4																												
SLO5																												
SLO6																												
SLO7																												
HIV/AIDS in construction video																												
Indicate the duration of the workshop in hours																												
Total number of Workers																												
Indicate workshop venue																												

## HIV/AIDS AWARENESS PROGRAMME: ATTENDANCE REGISTER

[illegible]

## CONTRACTOR HIV/AIDS PROGRAMME REPORT

Project name \_\_\_\_\_

Contract value of project (R) \_\_\_\_\_ Depart

### AWARENESS MATERIAL

Describe location of posters displayed during the programme \_\_\_\_\_

Comments on posters \_\_\_\_\_

Indicate total number of booklets distributed \_\_\_\_\_

Comments on booklets \_\_\_\_\_

### CONDOMS

Indicate total number of male condoms distributed \_\_\_\_\_ Indica

|

### HIV/AIDS WORKSHOPS

Indicate the total number of HIV/AIDS workshops conducted \_\_\_\_\_ Indica

video on HIV/AIDS in the Construction Industry

---

Comments on HIV/AIDS workshops on site \_\_\_\_\_

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## GENERAL

Briefly describe programme activities and satisfaction with outcome \_\_\_\_\_

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Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programmes on site

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PW1544

Yes	No	Currently developing one
-----	----	--------------------------

Please indicate if your company has a formal HIV/AIDS policy focussing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sicknesses. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss  
Reactive TB  
Hair loss  
Severe tiredness

Coughing or chest pain  
Pain when swallowing  
Persistent fever  
Diarrhoea

Vomiting  
Meningitis  
Memory loss  
Pneumonia

Number of HIV/AIDS-related deaths \_\_\_\_\_

---

**Contractor**

---

**Date**

---

**Departmental Project Manager**

---

**Date**

**ADDENDUM "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 :

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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 :

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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 :

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

---

### 3. DESIGN CONSULTANTS

#### 3.1 Name and postal address of desiconsultants:

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

**Ikamva Architects P.O. Box 1992**  
**Kokstad 4700**  
**Tel: 039-727 5502**  
**Fax: 039-727 4220**

##### 3.1.2 Architects

**Ikamva Architects P.O. Box 1992**  
**Kokstad 4700**  
**Tel: 039 727 5502**  
**Fax: 039 727 4220**

##### 3.1.3 Structural Engineer

**ZNM Consulting Civil & Structural Engineers**  
**8A Bonza Bay Road**  
**Beacon Bay East London 5241**  
**Tel: 087 350 4035**  
**Cell: 086 608 3511**

##### 3.1.4 Electrical Engineer

**Evans Consulting Engineers CC**  
**17 Surrey Road**  
**Vincent**  
**East London 5247**  
**Tel: 043 721 3692**  
**Fax: 043 721 1553**

##### 3.1.5 Mechanical Engineer

**Evans Consulting Engineers CC**  
**17 Surrey Road**  
**Vincent**  
**East London 5247**  
**Tel: 043 721 3692**  
**Fax: 043 721 1553**

##### 3.1.6 Civil Engineer

**ZNM Conulting Engineers & Structural Engineers**  
**8A Bonza Bay Road**  
**Beacon Bay, East London, 5241**  
**Tel: 087 350 4035**  
**Cell: 086 608 3511**

3.1.5 Security engineer :

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

3.1.6 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:

Construction of Block A – 1 x 105m<sup>2</sup> Grade R Classroom, including 77m<sup>2</sup> learning and teacher's space,

8m<sup>2</sup> sick bay, 9m<sup>2</sup> storeroom and 11m<sup>2</sup> Kitchenette.

Block B – New Grade R VIP with 4 VIP toilets and 1 disabled toilet

Addition works: 53m<sup>2</sup> veranda, 36m<sup>2</sup> Play area, play area equipment, Electrical Installation, Lightning Protection, Access Control, Gas Installation, Solar Geyser, 157m Fencing, 4 x 5000L Rainwater Tanks 1 x 10000L Collector Tank, 350m<sup>2</sup> Landscaping, Bulk Earthworks, 150m Soil drainage (Grey water) 95m Stormwater drainage, 350m<sup>2</sup> Driveways and Parking, 400m<sup>2</sup> Walkways, 85m<sup>2</sup> Ramps, 470m<sup>2</sup> Retaining wall, Removal of existing work by previous contractor

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.

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## **ADDENDUM C**

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### **Environmental Management Plan**

TO BE PROVIDED BY THE SUCCESSFUL TENDERER

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## **ADDENDUM D**

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### **Drawings**

**See attached**

*Addendum E*

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## **ADDENDUM E**

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## IDT Addendum to the JBCC



## ADDENDUM

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 cede 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.

- 8.2 Should the Employer decide not to terminate the contract upon the dissolution of the JV Agreement and the replacement JV partner does not meet the BBBEE threshold stipulated in the tender document, the IDT shall be entitled to cancel the contract with immediate effect.
- 8.3 Should the BBBEE status of the Joint Venture be changed to a lower rate than the bidding rate, based on legislation applicable at the closing date of the
- 8.4 tender, the IDT shall be entitled to cancel the contract.

## **9. BREACH**

- 9.1 In the event that the contractor: -
- 9.1.1 commits an act of insolvency; or
  - 9.1.2 is placed under a provisional or final winding-up or judicial management order; or
  - 9.1.3 is placed under or applied for business rescue; or
  - 9.1.4 makes an assignment of more than 25% of either its right and/or its obligation for the benefit of the third party without the written consent of the employer; or
  - 9.1.5 the Contractor is registered or fails to renew his registration with the CIDB or changes directorship during the course of the project, resulting in the contravention of BBBEE statutory requirement; or
  - 9.1.6 fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice,

then the 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:**

.....

.....in his/her capacity as

.....

....., who hereby confirm that  
he/she is duly authorized.