# DEPARTMENT OF BASIC EDUCATION

## SANITATION APPROPRIATE FOR EDUCATION (SAFE) INITIATIVE, EASTERN CAPE

# TENDER DOCUMENT FOR CONSTRUCTION OF SANITATION FACILITIES AT MCHATU PRIMARY SCHOOL, LABRY PRIMARY SCHOOL & ZANEBANDLA PRIMARY SCHOOL IN EASTERN CAPE PROVINCE

## TENDER NO. TMT-DBE-22/23-SAFE5-ECCL106

| | |
|---|---|
| Registered Name of Tenderer | |
| Trading Name of Tenderer | |
| Registration No. of Entity | |
| Contact Person | |
| Tel No: | Email Address: |
| Cell No: | Fax No: |
| Address of registered physical address | |
| | |
| | |
| District | OR TAMBO |
| No. of Projects | **3** |
| Cluster Offer (Vat Inclusive (15%) | R |

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| | |
|---|---|
| Claimed Specific Goal Points | |
| SARS PIN No. | |
| Income Tax Number | |
| Vat Number | |
| Tax Expiry date | |
| Tenderer CIDB Grading | |
| CIDB CRS No | |
| CSD REG Number | |
| COIDA Certificate No. | |
| For JVs – Lead partners name | |

# T1.1: NOTICE AND INVITATION TO SUBMIT TENDER

**CONSTRUCTION OF SANITATION FACILITIES AT SCHOOLS IN EASTERN CAPE PROVINCE UNDER THE SAFE INITIATIVE (BID No. TMT-DBE-22/23-SAFE5-ECCL106)**

**The Mvula Trust is an Implementing Agent and is implementing the SAFE Initiative programme on behalf of the Department of Basic Education (State Organ). The Mvula Trust invites suitable and qualified Contractors to submit tenders for the Provision of Sanitation facilities to schools in the Eastern Cape Province under the SAFE INITIATIVE in following cluster.**

**Table 1:**

| Cluster | Project No. | Name of School | Type of Project | CIDB Contractor Grading |
|---|---|---|---|---|
| 106 | **TMT-DBE-22/23-SAFE5-ECCL106- 1** | MCHATU PRIMARY SCHOOL | **Sanitation** | **5 GB or Higher** |
| | **TMT-DBE-22/23-SAFE5-ECCL106- 2** | LABRY PRIMARY SCHOOL | **Sanitation** | |
| | **TMT-DBE-22/23-SAFE5-ECCL106- 3** | ZANEBANDLA PRIMARY SCHOOL | **Sanitation** | |

**No briefing meeting will be held.**

Tender documents will be available on National Treasury e-tender portal for downloading and self-printing from 08:00am on **Wednesday, 29 March 2023**.

It is responsibility of the bidder to make sure that all the returnable documents and schedules as indicated in section **Part T2 Returnable documents** are up to date when submitting the bid.

The tenders will be evaluated for price and preference. Evaluation for preference and price will be **80/20** Preference Point system where a maximum of **eighty (80)** points will be awarded for price and **twenty (20)** points will be awarded for Specific Goals.

After price and preference have been scored, **arithmetic check** and **risk assessment** will be conducted for those tenderers that are responsive.

Tender closing date and time: **Tuesday, 18 April 2023 @ 12:00pm**. Completed tender documents must be submitted in sealed envelopes and clearly marked **as per Bid Number indicated above in the table for each specific cluster** and must be deposited in a tender box at **69 Devereux Avenue, Vincent, East London**. Late submissions will not be considered.

The Mvula Trust reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it and/or may reduce the number of schools.

The Mvula Trust does not bind itself to accepting the lowest tender. Successful Bidders will be appointed on one (1) cluster only. Each project on the cluster will have its own contract. If a JV entity or individual member of JV is awarded, the individual JV members shall not be awarded as individual members or as a JV partner with another partner. Bidders already appointed or recommended for TMT SAFE BATCH 5 will not be considered

Bidders to note that the contract duration is total of 18 weeks from **commencement date** to **practical completion** date.

No Telegraph, telephone, telex, facsimile or any other form of transmittal will be accepted.

**Enquiries:**
All enquiries regarding this tender must be forwarded to: Email: MduduziN@themvulatrust.org.za with the applicable Bid No. as the subject. All technical enquiries regarding this tender must be forwarded to: Email: Takudzwa@themvulatrust.org.za with the applicable Bid No. as the subject.

# T1.2 TENDER DATA

| | | | |
|---|---|---|---|
| **Project title:** | **CONSTRUCTION OF SANITATION INFRASTRUCTRE IN DIFFERENT SCHOOLS IN EASTERN CAPE PROVINCE** | | |
| **Tender No:** | **TMT-DBE-22/23-SAFE5-ECCL106** | | |
| **Invitation date:** | 29 March 2023 | **Closing date:** | 18 April 2023 |
| **Closing time:** | 12:00 | **Validity period** | 18 weeks |

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of CIDB Standard for Uniformity in Construction Procurement (August 2019). This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, 2004 (as amended) issued in terms of section 33.

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 the tender data 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.

| **Clause number (refer to Annex C)** | **Section** | **Clause** |
|---|---|---|
| C1.1.1 | Actions | The Mvula Trust as the employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.<br><br>The sponsor is the Department of Basic Education (DBE) and the employer according to the contract is The Mvula Trust. The work is to be done for DBE as sponsor and as funder. DBE will have the right to directly intervene if the service provider is in default. In the event of such an intervention, DBE shall assume full accountability and responsibility and will indemnify the IA for any litigation that might arise as a consequence of such intervention<br><br>The contracts allow for the assignment of the remaining contractual liabilities of the Tenderers to DBE to be implemented by such custodian department. |

| | | |
|---|---|---|
| C.1.1.2 | Actions | The Mvula Trust and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.<br><br>*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*<br><br>*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.* |
| C.1.1.3 | Actions | The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with and complete the contract within the stipulated completion time. Failure to complete will result in penalties being applied and tendered being blacklisted with CIDB and National Treasury |
| C.1.4 | Communication and employer's agent | Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated below:<br><br>The employer's representative is (**Principal Agent**):<br>**Bisiwe Van Niekerk Inc.**<br><br>**Name: Darren Edwards**<br><br>**Address:**<br>**3 Berea Terrace, Berea**<br>**East London. Tel: 043 721 1043**<br><br>**E-mail: darren@bisiwe.co.za** |
| C1.6.3 | Proposal procedure using the two stage system | Not applicable. |

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|---|---|---|
| C.2.1 | Eligibility | 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 **5 GB or Higher** a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **5 GB** class of construction work, are eligible to have their tenders evaluated**. Please note that the tenderer CIDB registration should be valid on the day of evaluation as well as on the day of award.**<br><br>Joint ventures are eligible to submit tenders provided that:<br>1. every member of the joint venture is registered with the **CIDB;**<br>2. the lead partner has a contractor grading designation in the **4 GB** class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.<br>3. Contractor can only submit one tender per cluster as a joint venture partner or individual company, not both for the same cluster.<br>4. Please note that all JV party's registration should be valid on the day of evaluation as well as on the day of evaluation and award.<br><br>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 **5 GB** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. |
| C.2.4 | Confidentiality and copyright | Bidder to treat confidential all matters arising in connection with the bid. Use and copy the documents issued by The Mvula Trust only for the purpose of preparing and submitting a bid offer in response to the invitation. |
| C.2.7 | Clarification meeting | **No briefing meeting will be held.** |
| C.2.8 | Seek clarification | Tenderers should request clarification of the tender documents, if necessary, by notifying the Employer's Representative indicated in the Tender Notice and Invitation to Tender in writing at least **three working days** before the closing time stated in the tender data. |
| C.2.9 | Insurance | The Mvula Trust accepts that the submission of a Tender shall be construed as an acknowledgment by the Tenderer that she/he will provide her/his own insurance for this contract to safeguard the works against damages and the public injuries, diseases etc. |
| C.2.10.3 | Pricing of the tender offer | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. **All pricing should be done in black ink.** |
| C.2.11 | Alterations to documents | Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. **Erasures and the use of masking fluid are prohibited.** |

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|---|---|---|
| C.2.13 | Submitting a tender offer | C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.<br><br>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.<br><br>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.<br><br>C.2.13.4 Sign the original of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.<br><br>C.2.13.5 Seal the original tender offer marking the as "ORIGINAL" Tender shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.<br><br>C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data. |
| C.2.14 | Information and data to be completed in all respects | Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive |
| C.2.15 | Closing time | The closing time for submission of tender offers is:<br>**18 April 2023 at 12:00pm. Late submissions will not be considered** |
| C.2.16 | Tender Offer validity | The Tender Offer validity period is 12 weeks.<br><br>“If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day.”<br><br>The validity period may be extended in writing by the Employer. |
| C.2.17 | Clarification of tender offer after submission | Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.<br><br>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so. |

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|---|---|---|
| C.2.18 | Provide other material | C.2.18.1 Provide, on request by the employer, any other material or equipment that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.<br><br>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.<br><br>C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required. |
| C.2.19 | Inspections, tests and analysis | The Tenderer must provide access during working hours to his premises for inspections on request. |
| C.3.2 | Issue Addenda | If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents |
| C3.3 | Return of late tenders | Late tenders will not be returned. |
| C.3.8 | Test for responsiveness | C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:<br><br>a) complies with the requirements of these Conditions of Tender,<br>b) has been properly and fully completed and signed, and<br>c) is responsive to the other requirements of the tender documents.<br><br>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:<br><br>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,<br>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or<br>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.<br><br>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation. |

| | | |
|---|---|---|
| C.3.9 | Arithmetical errors, omissions and discrepancies' | C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. **Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.**<br><br>C.3.9.2 Check the tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:<br><br>a) the gross misplacement of the decimal point in any unit rate;<br>b) omissions made in completing the pricing schedule or bills of quantities; or<br>c) arithmetic errors in:<br><br>(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or<br>(ii) the summation of the prices.<br><br>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.<br><br>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:<br><br>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.<br><br>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.<br><br>**In addition to the above the tenderer may be requested to balance the BOQ's during the evaluation process.** |
| C.3.11 | Evaluation of Tender offers | The tenders will be evaluated for price and preference.<br>Apply the **80/20** Preference Point system where a maximum of **eighty (80)** points will be awarded for price and **twenty (20)** points will be awarded for SPECIFIC GOALS.<br><br>After price and preference have been scored, **arithmetic check** will be conducted for those tenderers that are responsive. |

<table>
<tr>
<td>C.3.11</td>
<td>Evaluation of Tender offers (Continued )</td>
<td>
The Mvula Trust is obligated to undertake risk assessment before accepting offers. In doing the risk assessment the following must be considered.<br><br>
Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2014, to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.<br><br>
Employer is obligated by standards of uniformity to tender to evaluate if the Contractor can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;<br><br>
In this contract the risk assessment will be conducted in relation to the key areas below:<br><br>
A. Technical qualifications & Technical Competence<br><br>
The bidder to submit the following key person CV’s and qualifications<br>
• CV’s Contract manager with 3 years built environment qualification with at least 5 years’ experience in building works<br>
• OHS officer registered with SACPCMP<br>
• Foreman at least with 5 years in building of school’s sanitation and buildings<br><br>
<table>
<tr><th>Low risk</th><th>Medium risk</th><th>High risk</th></tr>
<tr><td>All CV meet the minimum requirements</td><td>Only one CV does not meet the requirements</td><td>More than one CV does not meet the minimum requirements</td></tr>
</table>
<br>
B. Work load and Capacity<br><br>
Current project under construction and locality of projects.<br><br>
<table>
<tr><th>Low risk</th><th>Medium risk</th><th>High risk</th></tr>
<tr><td>Company has projects currently or and all are not behind of programme. The total number of projects including the work to be awarded will not be exceeding its CIDB grading upper limit</td><td>Company has projects currently or and behind by 10 % or less on the approved programme. The total number of projects including the work to be awarded will not be exceeding its CIDB grading upper limit</td><td>Company has projects currently or and behind by 11 % or more on the approved programme. The total number of projects including the work to be awarded will not be exceeding its CIDB grading upper limit</td></tr>
</table>
<br>
Reliability<br><br>
Completed at least three projects with each project having a value of at least R 500 000 and above, completed (Practical Completion) within 10% of the approved contract period (including approved E.O.Ts) in the past three (3) years.<br><br>
<table>
<tr><th>Low risk</th><th>Medium risk</th><th>High risk</th></tr>
<tr><td>Completed at least three projects within 10% of the approved contract period</td><td>Completed at least two projects in between 11% and 20 % of the approved contract period</td><td>Completed at least two projects in above 20% of the approved contract period</td></tr>
</table>
</td>
</tr>
</table>

**C. Experience and reputation**

At least three contactable references from three on 3 similar sanitation and building projects completed (Final Completion) in the past 3 years (E.g. Implementing Agents, Municipalities and Provincial/National Government etc)

| Low risk | Medium risk | High risk |
|---|---|---|
| Company has 3 good rating on 3 projects | Company has at least 2 fair rating and 1 good rating from on 3 projects | Company has at least 1 good rating and 2 fair rating from on 3 projects |

**D. Price Offered**

Price offered does not pose risk to completion of the project and is market related. It will not detrimentally affect the scope, quality, time of completion of the works as identified in the Scope of Work. The BEC may or may not interview the bidder should it deem it necessary based on the objective risk assessment.

An offer that is considered to be significantly low compared to the market related price/cost norm will be considered a high risk.

| Acceptable risk | Medium risk | High risk |
|---|---|---|
| If price is within 10 % above or below of market value | If price is between 10 % and 20 % below market value | If price is more than 20 % below the market value |

Bidders maybe be requested to supply additional information regarding their prices in form of rate build-ups for materials costs, source and cost of plant, labour and management costs and preliminaries and generals costs.

**E. Construction Implementation Plan (Brief report)**

A construction implementation plan must be developed to address the following "

- Human resource deployment (Contracts manager/ OHS officer/Skilled labour/unskilled labour etc) and number to be employed, and their role and responsibilities on the project.
- Materials procurement plan (Which materials will procure, How, where and when will the materials be procured to support the construction programme.
- What plant and equipment will be used and how will they be sourced and from where?
- How will quality control and assurance be managed.
- Detailed Construction programme
- Cash flow projections to support the detailed construction programme.

. A plan that does not cover all the areas and is less detailed will be considered a high risk. Contractor may be called in to present the plan and they must be accompanied by the key staff indicated above on item 1.

| Low risk | Medium risk | High risk |
|---|---|---|
| A sound plan that covers all of the above key areas and is based on known information | A sound plan that covers 4 of the above key areas well and is based on known information | A sound plan that covers less than 4 of the above key areas well and is based on known information |

Legend

| Colour | Points |
|---|---|
| | 3 |
| | 2 |
| | 1 |

**Risk Assessment Results**

**For a bidder to pass the Risk Assessment and considered for award they must obtain a minimum of 14 points as per the following table:**

| Risk Area | Acceptable Risk | | | | | | |
|---|---|---|---|---|---|---|---|
| A | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| B | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| C | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| D | 3 | 3 | 3 | 2 | 3 | 3 | 2 |
| E | 3 | 3 | 3 | 2 | 2 | 1 | 2 |
| F | 3 | 2 | 1 | 2 | 1 | 1 | 1 |
| | 18 | 17 | 16 | 15 | 15 | 14 | 14 |

**Bidders who obtain below 14 on their Risk Assessment as per the table below WILL NOT be considered for award:**

| Risk Area | NOT ACCEPTABLE RISK | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 3 | 2 | 3 | 2 | 3 | 2 | 3 | 2 | 1 |
| B | 2 | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 2 | 3 | 2 | 2 | 2 | 1 | 1 | 1 |
| C | 2 | 2 | 3 | 2 | 3 | 2 | 2 | 2 | 2 | 1 | 2 | 1 | 1 | 1 | 1 | 1 |
| D | 2 | 2 | 2 | 2 | 1 | 2 | 2 | 2 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| E | 2 | 2 | 1 | 1 | 1 | 2 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| F | 2 | 1 | 1 | 1 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 13 | 13 | 13 | 12 | 12 | 12 | 11 | 11 | 10 | 10 | 9 | 9 | 8 | 8 | 7 | 6 |

**Where the bidder price is considered for award but is rated High on the Price Offered, the bidder will be alerted of this commercial risk and requested to confirm his offer in writing.**

**The BEC may interview the bidder should it deem it necessary**.

**As part of overall risk assessment the Bidders give The Mvula Trust the right to request for enquiries from previous and/or current employers about bidder's performance.**

Bidder will not be considered if ;

(i) Has performed poorly (completed projects by more than 25 % of the approved contract period)
(ii) The project was in penalties and resulted in negative final account
(iii) Bidder has failed to sign final account
(iv) Bidder has been non-responsive on attending to defects (including latent defects) or
(v) Bidder was terminated on one project or more projects

On previous or current project implemented by The Mvula Trust or other Implementing Agents on the SAFE and ASIDI programmes on behalf of the Department of Basic Education.

**Other information and documentation that may be requested as part of evaluation process but need not to be submitted with the tender.**

**1. OHS documentation**

1.1 Organogram stating all appointments on site

- Sec16.1 CEO
- Sec 16.1 designated official (signed)
- Cr 8.1 Construction manager (signed)(competency and cv attached.)

| | | |
|---|---|---|
| | | • Cr 8.5 Construction health and safety officer registered with SACPCMP(signed)(competency and cv attached.)<br>• Cr 9.1 Incident investigator (signed qualification attached)<br>• Risk Assessor (signed and qualification attached)<br>• Fall protection plan developer (signed and qualification attached)<br>• GSR3 First aider (qualification attached)<br><br>1.2 Documentation<br>• SHE plan according to scope of works<br>• Method statements according to scope of work<br>• SWP HIRA according to scope of work<br>• Fall protection plan<br>• Emergency preparedness procedures<br>• All relevant inspection registers according to scope of work.<br><br>**The Mvula Trust does not bind itself to accepting the lowest tender. Risk assessment will be considered in the awarding of tenders.** |
| C.3.12 | Insurance provided by the Employer | The Employer will not take out any insurance. |
| C.3.13 | Acceptance of Tender Offer | Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:<br><br>• is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;<br>• can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;<br>• has the legal capacity to enter into the contract;<br>• is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;<br>• complies with the legal requirements, if any, stated in the tender data; and<br>• is able, in the opinion of the employer, to perform the contract free of conflicts of interest.<br>Add the following:<br>• A Tender Offer will only be accepted on condition that such acceptance is not prohibited in terms of the Public Finance Management Act. |
| C.3.17 | Provide Copies of the Contract | One signed copy of contract shall be provided by the Employer (per cluster) to the successful Tenderers. For record purposes the contractors should buy a copy of the contract for use as reference during contract administration. |

**Part T2: Returnable Documents**

**T2.1 List of returnable documents**

1. **Returnable documents**

- T2.1.A: Central Supplier Database Registration Report. **(If not registered on day of evaluation and award, tenderer will be disqualified)**
- T2.1.B: CIDB registration print out **(Registration will be verified online and if not valid on day of evaluation and award, tenderer will be disqualified)**
- T2.1.C: Certificate of Good Standing with Workman Compensation Commissioner (COIDA/FEM). **(Registration will be verified online and if not valid on day of evaluation and award, tenderer will be disqualified).**
- T2.1.D: Technical Qualifications
- T2.1.E: Completed Projects
- T2.1.F: Current Projects

**T2.2 List of returnable schedules**

**The tenderer is required to fully complete and/or submit the following documents with the tender. Tenderer to note non-completion of SBD 6.2 will result into disqualification**

2. **Returnable schedules that will be used to determine responsiveness:**

- T2.2.A: Record of Addenda to Tender Documents
- T2.2.B: Compulsory Questionnaire
- T2.2.C: Resolution for signatory
- T2.2.D: Schedule of Proposed Sub-Contractors.
- **T2.2.E: Compulsory briefing meeting Certificate. No briefing meeting will be held.**
- T2.2.F: Additional Particulars Concerning Tenders.
- **T2.2. G: Preference schedule: Specific goal (documents to be used when scoring for preference.**
- SBD 1: Invitation to bid
- SBD 2: Valid Tax Compliance Status Pin. (Validity will be verified online- during supply chain management processes)
- SBD 4: Bidder's Declaration.
- SBD 6.1: Preference schedule: Specific Goals
- SBD 6.2: Declaration certificate and annexure C for local production and content for designated sectors. **Tenderer to ensure the form is completed and signed. Failure to complete and sign will result into disqualification**.
- C1.1 Form of Offer and Acceptance **(must be completed for this cluster - Failure to complete and sign will result into disqualification.**
- **T2.3 OBJECTIVE RISK ASSESSMENT CRITERIA**
    - **T2.3.1 - Technical qualifications & Technical Competence**
    - **T2.3.2 – Work load Company Capacity**
    - **T2.3.3 - Reliability**
    - **T2.3.4 - Experience and Reputation**
    - **T2.3.5 – Price offered**
    - **T2.3.6 – Construction Implementation Plan**

**3. Returnable schedules that will be incorporated into the contract:**

- Part C1.1 : Form of Offer and Acceptance
- Part C1.2 : Agreements, Conditions of Contract and Contract Variables, (which includes this agreement)
- Part C1.3 : Form of Guarantee
- Part C2 : Pricing data (Pricing instruction and Bill of Quantities)
- Part C3 : Scope of work
- Part C4 : Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.
- Insurances and Securities
- Waiver of lien
- Appointment letter (conditional) and acceptance letter by the contractor
- Supplementary documents as requested in the appointment letter

# T2.1. A: Central Supplier Database (CSD) Registration Report. (Please attach recently printed proof of registration here, should not be older than 30 days)

If not registered on day of evaluation and award, tenderer will be disqualified

# T2.1. B: Copy of CIDB print-out
# (Please attach proof of registration here)

Tenderer to attach CIDB print-out. (Registration will be verified on line and if not valid on day of evaluation and award, tenderer will be disqualified).

# T2.1. C: Certificate of Good Standing with Workman's Compensation Commissioner. (COIDA/FEM) (Please attach proof of registration here)

Tenderer to attach Certificate of Good Standing with Workman's Compensation Commissioner. (Registration will be verified on line and if not valid on day of evaluation and award, tenderer will be disqualified).

# T2.1. D - Technical qualifications

The bidder to complete the table below and submit the following key person CV's and qualifications

- CV's Contract manager with 3 years built environment qualification (Building, Quantity Surveying or Civil Engineering) with at least 3 year's relevant experience
- OHS officer registered with SACPCMP
- Foreman at least with 5 year's relevant experience (1 per school)

**Provide details of key personnel below**

| Name and Surname | Position | Qualification | CV attached | Certified certificate attached | No. of years of relevant experience |
|---|---|---|---|---|---|
| | **Contract Manager** | | | | |
| | **OHS Officer** | | | | |
| | **Foreman** | | | | |

| | | | |
|---|---|---|---|
| Signed on behalf of the Tenderer | | Date | |

# T2.1. E – Completed Projects

The bidder to complete the table below and submit at least three letters of award and three completion certificates (Practical/Final Completion Certificates)

**Provide details of completed projects**

| **Name of Project** | **Client** | **Client Contact Person & Contact No.** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

| Tenderer's signature | | Date | |
|---|---|---|---|

# T2.1. F – Current Projects

The bidder to complete the table below and list of all construction projects that are currently in progress

**Provide details of current projects**

| Name of Project | Value of project (R) | Date of site handover | Progress (%) | Client | Client Contact Person & Contact No. |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| | | | |
|---|---|---|---|
| Tenderer's signature | | Date | |

# T2.2. A - Record of Addenda to tender documents

| We confirm that the following communications received from The Mvula Trust before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: Addenda to be attached with tender documents is compulsory. | | |
|---|---|---|
| | **Date** | **Title or Details** |
| **1.** | | |
| **2.** | | |
| **3.** | | |
| **4.** | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |
| **8.** | | |
| **9.** | | |
| **10.** | | |

Attach additional pages if more space is required.

Signed ..... Date _____

Name ..... Position _____

*Enterprise name* .....

# T2.2. B - Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise: . . . . . .. . . . . .**

**Section 2: VAT registration number, if any: . . . . . .**

**Section 3: CIDB registration number, if any: . . . . . .. .**

**Section 4: Particulars of sole proprietors and partners in partnerships**

| Name* | Identity number* | Personal income tax number* |
|---|---|---|
| | | |
| | | |
| | | |

***** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number . . . . . .. .

Close corporation number . . . . . .. .

Tax reference number . . . . . .. .

**Section 6: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

**If any of the above boxes are marked, disclose the following:**

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---|---|---|---|
| | | Current | Within last 12 months |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

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

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

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

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date _____

Name ..... Position _____

*Enterprise name* .....

# T2.2.C: RESOLUTION FOR SIGNATORY

| | |
|---|---|
| **Project title:** | **CONSTRUCTION OF SANITATION INFRASTRUCTURE AT SCHOOLS IN EASTERN CAPE PROVINCE** |

**A: CERTIFICATE OF AUTHORITY FOR SIGNATORY (COMPULSORY FOR COMPLETION)**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form on the company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms_____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. **TENDER NO. TMT-DBE-22/23-SAFE5-ECCL106** and any Contract which may arise there from on behalf of (Block Capitals) _____

_____

_____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE:_____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1._____ SIGNATURE: _____

2. _____ SIGNATURE: _____

# T2.2. D: Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

**Contractor is required not to subcontract more than 25% of the work and the contractor has to attach subcontractor full CSD report, share certificate & CK documents**.

| | **Name and address of proposed Subcontractor** | **Nature and extent of work** | **Previous experience with Subcontractor.** |
|---|---|---|---|
| **1.** | | | |
| **2.** | | | |
| **3.** | | | |
| **4.** | | | |
| **5.** | | | |
| **6.** | | | |

Signed ..... Date _____

Name ..... Position _____

*Enterprise name* .....

# T.2.2.E: Compulsory Briefing Meeting Certificate

| | |
|---|---|
| **Project title:** | **CONSTRUCTION OF SANITATION FACILITIES AT SCHOOLS IN EASTERN CAPE PROVINCE UNDER THE SAFE INITIATIVE FOR MCHATU PRIMARY SCHOOL, LABRY PRIMARY SCHOOL, ZANEBANDLA PRIMARY SCHOOL EASTERN CAPE** |
| **Tender No:** | **TMT-DBE-22/23-SAFE5-ECCL106** |

No briefing meeting will be held,

# T2.2. F: ADDITIONAL PARTICULARS CONCERNING TENDERERS

| Project title: | CONSTRUCTION OF SANITATION INFRASTRUCTURE SCHOOLS IN EASTERN CAPE PROVINCE |
|---|---|

**SURETIES AS SECURITY (OPTIONAL FOR THOSE THAT CHOOSE TO PROVIDE CONSTRUCTION GUARANTEE AS SECURITY)**

Since I/we propose to furnish one sureties as security, the following particulars are provided:

1.1 Name of surety:
……

……

Address of surety:
……

……

Bank of surety:
……

Branch:
……

# T2.2. G: Preference schedule: Specific goal **(Please attach documents below)**

**These documents will be used to score bidders on preference on SBD 6.1. Tenderer to attach the following;**

- Shareholding certificate
- Full CSD report
- Shareholder's IDs
- CIPC documents

# SBD2: TAX COMPLIANCE STATUS AND PIN REQUIREMENTS

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. (Please attach pin number and or proof of arrangement made with SARS here)**

- Tenderer to attach tax compliance status and pin number document. Validity will be verified on- line during supply chain management processes. (Registration will be verified on line and if not valid on day of evaluation and award, tenderer will be disqualified).
- IN BIDS WHERE CONSORTIA / JOINT VENTURES ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

**SBD1**

# PART A
# INVITATION TO BID

| | | | | | |
|---|---|---|---|---|---|
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MVULA TRUST** | | | | | |
| BID NUMBER: | **TMT-DBE-22/23-SAFE5-ECCL106** | CLOSING DATE: | 18 April 2023 | CLOSING TIME: | 12:00 |
| DESCRIPTION | **CONSTRUCTION OF SANITATION INFRASTRUCTURE AT SCHOOLS IN EASTERN CAPE PROVINCE** | | | | |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** | | | | | |
| **69 Devereux Avenue** | | | | | |
| **Vincent** | | | | | |
| **East London** | | | | | |
| | | | | | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | |
|---|---|---|---|
| CONTACT PERSON | | CONTACT PERSON | |
| TELEPHONE NUMBER | | TELEPHONE NUMBER | |
| FACSIMILE NUMBER | | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | | E-MAIL ADDRESS | |

| **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 STATUS | TAX COMPLIANCE SYSTEM PIN: | | **OR** | CENTRAL SUPPLIER DATABASE No: | MAAA |

| | | | |
|---|---|---|---|
| SPECIFIC GOALS STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX]<br>☐ Yes ☐ No | SPECIFIC GOALS STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX]<br>☐ Yes ☐ No |

***[A SPECIFIC GOALS STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]***

| | | | |
|---|---|---|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |

| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** | |
|---|---|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |

| | |
|---|---|
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

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

# PART B
# TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

## 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 interest1 in the enterprise, employed by the state? **YES/NO**

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

| **Full Name** | **Identity Number** | **Name of State institution** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

2.2 Do you, or any person connected with the bidder, have a relationship

1 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.

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 consortium2 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

2 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.

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

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

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

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

---

## 1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|---|
| **PRICE** | 80 |
| **SPECIFIC GOALS** | 20 |
| **Total points for Price and SPECIFIC GOALS** | **100** |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

*(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20** **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20** **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| Black People | | 5 | | |
| Youth | | 5 | | |
| Women | | 7 | | |
| Persons with disability | | 3 | | |
| | | | | |
| | | | | |
| | | | | |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm……

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

| |
|---|
| ……. |
| **SIGNATURE(S) OF TENDERER(S)** |
| **SURNAME AND NAME:** ……. |
| **DATE:** …… |
| **ADDRESS:** …… |
| …… |
| …… |
| …… |

# SBD 6.2:

# DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

**1. General Conditions**

1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and SPECIFIC GOALS.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

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

1.6 A bid may be disqualified if –

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

(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

**2. Definitions**

2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

| Description of services, works or goods | Stipulated minimum threshold |
|---|---|
| **Steel products and components** | **100%** |
| **PVC pipes and components** | **100%** |
| **Valves** | **100%** |

4. Does any portion of the services, works or goods offered have any imported content?
(***Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

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

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

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

| **Currency** | **Rates of exchange** |
|---|---|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

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

| YES | | NO | |
|---|---|---|---|

5.1. If yes, provide the following particulars:

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

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

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

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

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

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

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

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

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

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

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

(b) I have satisfied myself that:

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

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

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

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

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

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

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

**SIGNATURE:** _____ **DATE:** _____

**WITNESS No. 1** _____ **DATE:** _____

**WITNESS No. 2** _____ **DATE:** _____

# Annex C

## Local Content Declaration - Summary Schedule

| | |
|---|---|
| *(C1)* | Tender No. |
| *(C2)* | Tender description: |
| *(C3)* | Designated product(s) |
| *(C4)* | Tender Authority: |
| *(C5)* | Tendering Entity name: |
| *(C6)* | Tender Exchange Rate: |
| *(C7)* | Specified local content % |

Pula EU GBP

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

| Calculation of local content | | | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| *(C8)* | *(C9)* | *(C10)* | *(C11)* | *(C12)* | *(C13)* | *(C14)* | *(C15)* | *(C16)* | *(C17)* | *(C18)* | *(C19)* |
| | | | | | | | | | | | |
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| | | |
|---|---|---|
| *(C20)* Total tender value | R 0 | |
| *(C21)* Total Exempt imported content | | R 0 |
| *(C22) Total* Tender value net of exempt imported content | | R 0 |
| *(C23)* Total Imported content | | R 0 |
| *(C24)* Total local content | | R 0 |
| *(C25)* Average local content % of tender | | |

Signature of tenderer from Annex B

Date: _____

# Annex D

## Imported Content Declaration - Supporting Schedule to Annex C

| | | |
|---|---|---|
| *(D1)* | **Tender No.** | |
| *(D2)* | **Tender description:** | |
| *(D3)* | **Designated Products:** | |
| *(D4)* | **Tender Authority:** | |
| *(D5)* | **Tendering Entity name:** | |
| *(D6)* | **Tender Exchange Rate:** | Pula |

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

EU R 9.00 GBP R 12.00

### A. Exempted imported content

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Calculation of imported content: Forign 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 | Summary: Tender Qty | Exempted imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D7)* | *(D8)* | *(D9)* | *(D10)* | *(D11)* | *(D12)* | *(D13)* | *(D14)* | *(D15)* | *(D16)* | *(D17)* | *(D18)* |
| | | | | | | | | | | | |
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| | | | | | | | | | | | |

***(D19)*** **Total exempt imported value** R 0

**This total must correspond with Annex C - C 21**

### B. Imported directly by the Tenderer

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Calculation of imported content: Forign 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 | Summary: Tender Qty | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D20)* | *(D21)* | *(D22)* | *(D23)* | *(D24)* | *(D25)* | *(D26)* | *(D27)* | *(D28)* | *(D29)* | *(D30)* | *(D31)* |
| | | | | | | | | | | | |
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***(D32)*** **Total imported value by tenderer** R 0

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

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Calculation of imported content: Forign 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 | Summary: Quantity imported | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D33)* | *(D34)* | *(D35)* | *(D36)* | *(D37)* | *(D38)* | *(D39)* | *(D40)* | *(D41)* | *(D42)* | *(D43)* | *(D44)* |
| | | | | | | | | | | | |
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***(D45)*** **Total imported value by 3rd party** R 0

### D. Other foreign currency payments

| Type of payment | Local supplier making the payment | Overseas beneficiary | Calculation of foreign currency payments: Foreign currency value paid | Tender Rate of Exchange | Summary of payments: Local value of payments |
|---|---|---|---|---|---|
| *(D46)* | *(D47)* | *(D48)* | *(D49)* | *(D50)* | *(D51)* |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

***(D52)*** **Total of foreign currency payments declared by tenderer and/or 3rd party**

**Signature of tenderer from Annex B**

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

**This total must correspond with Annex C - C 23**

Date: _____

# Annex E

## Local Content Declaration - Supporting Schedule to Annex C

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

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

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

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

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

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

***(E13)*** **Total local content** R 0

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

**Signature of tenderer from Annex B**

Date: _____

## T2.3 OBJECTIVE RISK ASSESSMENT CRITERIA

The Mvula Trust is obligated to undertake risk assessment before accepting offers. In doing the risk assessment the following must be considered.

Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2014, to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.

Employer is obligated by standards of uniformity to tender to evaluate if the Contractor can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract

## T2.3.1 - Technical qualifications & Technical Competence

The bidder to submit the following key person CV's and qualifications

- CV's Contract manager with 3 years built environment qualification (Building, Quantity Surveying or Civil Engineering) with at least 5 years' experience in building works
- OHS officer registered with SACPCMP
- Foreman at least with 5 years in building of school's sanitation and buildings

**Provide details of key personnel below**

| Name and Surname | Position | Qualification | CV attached | Certified certificate attached | No. of years of relevant experience |
|---|---|---|---|---|---|
| | **Contract Manager** | | | | |
| | **OHS Office** | | | | |
| | **Foreman** | | | | |

TMT reserves the right to request the Tender to provide the documentation within 24 hrs otherwise it will be considered that there is no further submision to be made by tender.

| | | | |
|---|---|---|---|
| Signed on behalf of the Tenderer | | Date | |

## T2.3.2 – Work load and Capacity

List current project under construction and locality of projects.

**Provide details of current projects**

| Name of Project | Locality of Project (nearest town) | Client | Duration of Project | Current Progress (%) at time of submission of Tender | Client Contact Person & Contact No. | Contractual Completion date |
|---|---|---|---|---|---|---|
| | | | | | | |
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| | | | | | | |

TMT reserves the right to request other Employers to provide the information on current projects being undertaken by the company.

| | | | |
|---|---|---|---|
| Signed on behalf of the Tenderer | | Date | |

## T2.3.3 - Reliability

Completed at least three projects with each project having a value of at least R 500 000.00 and above, completed (Practical Completion) within 30% of the revised contract period (including approved E.O.Ts) in the past three (3) years. At least two projects must be in the Eastern Cape.

**Provide details of completed projects**

| Name of Project | Locality of Project | Value of Project | Original Completion date | Revised Completion date | Actual Completion date |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

Tenderer to attach Practical Completion Certificate and Appointment letter/s. TMT reserves the right to request the Tenderer to provide the documentation within 24 hrs otherwise it will be considered that there is no further submision to be made by Tenderer.

| | | | |
|---|---|---|---|
| Signed on behalf of the Tenderer | | Date | |

## T2.3.4 - Experience and Reputation

At least three contactable references from three reputable organisations on similar sanitation and/or building projects completed (Final Completion) in the past 3 years (E.g Implementing Agents, Municipalities and Provincial/National Government etc)

The following form (next page) is to be completed by the client and is to be supported in each case accompanied by the following;

1. **Signed Appointment Letter;**
2. **Final Completion Certificate and is to be signed and stamped by the client.**

**Where forms are signed and stamped by a contractor/PSP, the bidder must submit appointment letter of the main contractor/PSP and bidder's appointment letter.**

| PROJECT # 1 |
|---|
| PROJECT NAME: |
| CONTRACTOR NAME: |

**Type of project, e.g.**: ……
(New school, clinic, ECD center, school sanitation etc.)

**Client**: ……

**Project Amount**: ……

**Contract Duration:**…… **Actual Contract Duration**: ……

| DESCRIPTION | INDICATE YES/NO |
|---|---|
| Has the above mentioned project reached final completion within reasonable time as stipulated in the contract | |
| Was the quality of workmanship acceptable and contractor attended to defects on time | |
| Did the contractor have the relevant adequate resources (personnel) to complete the project on time for PC | |
| Did the contractor manage the cashflow well (paid labour /suppliers etc) | |
| Did the contractor provide CoCs on time | |

**Overall rating of contractor performance**

| Very Good | Good | Fair | Bad |
|---|---|---|---|
| | | | |

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

……

**Client's contact person:** ……**Telephone:** ……

**I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.**

**Client's Signature:** …… **Date**: ……

| STAMP |
|---|
| |

| PROJECT # 2 |
|---|
| PROJECT NAME: |
| CONTRACTOR NAME: |

**Type of project, e.g.**: ……
(New school, clinic, ECD center, school sanitation etc.)

**Client**: ……

**Project Amount**: ……

**Contract Duration:**…… **Actual Contract Duration**: ……

| DESCRIPTION | INDICATE YES/NO |
|---|---|
| Has the above mentioned project reached final completion within reasonable time as stipulated in the contract | |
| Was the quality of workmanship acceptable and contractor attended to defects on time | |
| Did the contractor have the relevant adequate resources (personnel) to complete the project on time for PC | |
| Did the contractor manage the cashflow well (paid labour /suppliers etc) | |
| Did the contractor provide CoCs on time | |

**Overall rating of contractor performance**

| Very Good | Good | Fair | Bad |
|---|---|---|---|
| | | | |

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

……

**Client's contact person:** ……**Telephone:** ……

**I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.**

**Client's Signature:** …… **Date**: ……

| STAMP |
|---|
| |

| PROJECT # 3 |
|---|
| PROJECT NAME: |
| CONTRACTOR NAME: |

**Type of project, e.g.**: ……
(New school, clinic, ECD center, school sanitation etc.)

**Client**: ……

**Project Amount**: ……

**Contract Duration:**…… **Actual Contract Duration**: ……

| DESCRIPTION | INDICATE YES/NO |
|---|---|
| Has the above mentioned project reached final completion within reasonable time as stipulated in the contract | |
| Was the quality of workmanship acceptable and contractor attended to defects on time | |
| Did the contractor have the relevant adequate resources (personnel) to complete the project on time for PC | |
| Did the contractor manage the cashflow well (paid labour /suppliers etc) | |
| Did the contractor provide CoCs on time | |

**Overall rating of contractor performance**

| Very Good | Good | Fair | Bad |
|---|---|---|---|
| | | | |

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

……

**Client's contact person:** ……**Telephone:** ……

**I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.**

**Client's Signature:** …… **Date**: ……

| STAMP |
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| |

## T2.3.5 - Construction Implementation Plan (Attach Brief report)

A construction implementation plan must be developed to address the following :

- Human resource deployment (Contracts manager/ OHS officer/Skilled labour/unskilled labour etc) and number to be employed, and their role and responsibilities on the project.
- Materials procurement plan (Which materials will procure, How, where and when will the materials be procured to support the construction programme.
- How will the health and safety be implemented, managed and monitored. **(COVID 19 regulations)**
- What plant and equipment will be used and how will they be sourced and from where?
- How will quality control and assurance be managed.
- Indicative construction programme
- Cash flow projections and financial management to support the indicative construction programme.

A sound plan that covers all of the above key areas and is based on known information will be considered to be less of a risk. A plan that does not cover all the areas and is less detailed will be considered a high risk. Contractor may be called in to present the plan and they must be accompanied by the key staff indicated above on item 1.

TMT reserves the right to request the Tenderer to provide the documentation within 24 hrs otherwise it will be considered that there is no further submission to be made by Tenderer.

# Part C1: Agreement, Conditions of Contract and Contract Variables

## C1.1 Form of Offer and Acceptance

| | |
|---|---|
| **Tender No:** | **TMT-DBE-22/23-SAFE5-ECCL106** |

### OFFER

The Implementing Agent, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **CONSTRUCTION OF SANITATION INFRASTRUCTURE AT SCHOOLS IN EASTERN CAPE PROVINCE.**

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.

**The offered amount should be VAT inclusive. If the contractor is not VAT registered, given the contract value the Contractor will be legally obligated and required to immediately register for VAT and charge Vat IF awarded the tender.**

**SIGNED FOR THE TENDERER:**

| | | | |
|---|---|---|---|
| Signatures (s) | | | Date |
| Name(s) | | | |
| Capacity | | | |
| For the tenderer | | | |
| | ( Name and address of Tenderer) | | |

**WITNESSED BY:**

| | | |
|---|---|---|
| | | |
| Name of Witness | Signature | Date |

**ACCEPTANCE**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

1. Part C1.1 : Form of Offer and Acceptance
2. Part C1.2 : Agreements, Conditions of Contract and Contract Variables, (which includes this agreement)
3. Part C1.3 : Form of Guarantee
4. Part C2 : Pricing data (Pricing instruction and Bill of Quantities)
5. Part C3 : Scope of work
6. Part C4 : Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.
7. Insurances and Securities
8. Waiver of lien
9. Appointment letter (conditional) and acceptance letter by the contractor
10. Supplementary documents as requested in the appointment letter

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**FOR THE EMPLOYER:**

| | | |
|---|---|---|
| | | |
| Name of Signatory | Signature | Date |

| | |
|---|---|
| **Name of Organisation:** | **THE MVULA TRUST** |
| **Address of Organisation** | THE MVULA TRUST<br>69 Devereux Avenue<br>Vincent<br>East London<br>5241 |

W**ITNESSED BY:**

| | | |
|---|---|---|
| | | |
| Name of Witness | Signature | Date |

**SCHEDULE OF DEVIATIONS:**

| |
|---|
| 1.1.1. Subject: |
| Detail: |

| |
|---|
| 1.1.2. Subject: |
| Detail: |

| |
|---|
| 1.1.3. Subject: |
| Detail: |

| |
|---|
| 1.1.4. Subject: |
| Detail: |

| |
|---|
| 1.1.5. Subject: |
| Detail: |

| |
|---|
| 1.1.6. Subject: |
| Detail: |

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data

and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

# C1.2 CONDITIONS OF CONTRACT AND CONTRACT VARIABLES

## C1.2.1 CONDITIONS OF CONTRACT

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.

The JBCC Principal Building Agreement makes several references to the Schedule 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 Schedule shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.
Each item of schedule given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

## C1.2.2 CONTRACT VARIABLES
## C1.2.2.1 THE SCHEDULE

This schedule contains only pre-tender category. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this agreement

Spaces requiring information must be filled in, shown as 'not applicable' or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule.

Key cross reference clauses are italicised in [ ] brackets as an aid to the user and cannot be relied upon exclusively as indicating all related clauses

### 42.0 PRE-TENDER INFORMATION

**42.1 CONTRACTING AND OTHER PARTIES**

42.1.1 **Employer** **The Mvula Trust (Implementing Agent on behalf of Department of Basic Education)**

Postal address P.O.1986

Vincent Code 5231

Tel 043 726 2255 Fax 043 726 5522 E-mail lonwabo@themvulatrust.org.za

Tax / VAT registration No | 4 | 6 | 4 | 0 | 1 | 5 | 4 | 2 | 9 | 2 |

[1.2] Physical address No. 67-69 Deveraux Avenue, East London

[41] Applicable on the basis of the Law of Agency since The Mvula Trust is implementing the projects on behalf of the Department of Basic Education which is an Organ of State

42.1.2 *[5.1]* **Principal Agent** **Bisiwe Van Niekerk Inc**

Postal address PO Box 15546, Beacon Bay

East London Code 5205

Tel 043 721 1043 Fax E-mail Darren@bisiwe.co.za

42.1.3 *[5.2]* **Agent** (1) BVI Consulting Engineers

**Agent's** service Civil and Structural Engineers

Postal address PO Box 11015

Southernwood, East London Code 5213

Tel 043 722 2738 Fax E-mail els@bvi.co.za

42.1.3 *[5.2]* **Agent** (2) Newground Projects

**Agent's** service Health & Safety

Postal address PO Box 19568

Tecoma Code 5214

Tel 43 722 5864 Fax 086 520 6942 E-mail admin@newground.co.za

42.1.3 *[5.2]* **Agent** (3) Impumelelo Designs

**Agent's** service Architect

Postal address 24 Emerald Ave

Bhisho Code 5201

Tel 0795149032 Fax E-mail monden@imp-designs.co.za

42.1.3 *[5.2]* **Agent** (4) DMMP Geomatics

**Agent's** service Land Surveyors

Postal address No.4 Merryman, Ndamase Place

Mthatha Code 5099

Tel 047 5359090 Fax E-mail mdikwayo@dmmpgeo.co.za

42.1.3 *[5.2]* **Agent** (5) ILZ Consulting Pty Ltd

**Agent's** service Geotech

Postal address 615 Umgeni Road, Morningside

Durban Code 4001

Tel 0817111390 Fax E-mail finance@ilzconsulting.com

42.1.3 *[5.2]* **Agent** (6) Not Applicable

**Agent's** service

Postal address

Code

Tel Fax E-mail

42.1.3 *[5.2]* **Agent** 7) Not Applicable

**Agent's** service

Postal address

Code

Tel Fax E-mail

**42.2 CONTRACT DETAILS**

42.2.1 **Works** description **See Part C3 : Scope of Works**

42.2.2 **Site** description **See Part C4 : Site Information - Section 4.1 & 4.2**

42.2.3 Work or installations

*[22.2]* by **direct contractors** **Not Applicable**

42.2.4 Specific options that are applicable to a **State** organ only *[41.0]* Where so:

*[31.11.2#]* (1) Interest rate legislation

(a) in respect of interest owed by the **employer**, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the **employer**, 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

| | | | | |
|---|---|---|---|---|
| *[11.2#]* | (2) | Lateral support insurance to be effected by the **contractor** | *(yes/no)* | Yes |
| [*31.4.2#]* | (3) | Payment will be made for **materials and goods** | *(yes/no)* | Yes |
| *[40.2.2#]* | (4) | Dispute resolution by litigation | *(yes/no)* | No |

*[26.1.2#]* (5) Extended **defects** liability period applicable to the following elements:

Not applicable

42.2.5 Possession of the **site** is to be given on *[15.2.1#]* *(date)*

42.2.6 Period for the commencement of the **works** after *[15.3]* the **contractor** takes possession of the **site** *(**working days**)* 5

42.2.7 For the **works** as a whole:
*[24.3.1]* The date for **practical completion**
*[30.1]* and the **penalty** per **calendar day**
*Or*

The date of practical completion shall be 18 weeks from commencement date

42.2.8 For the **works** in **sections**: *[24.3.1]* The date for **practical completion** *[28.1]* and the **penalty** per **calendar day**

| | **Date** | **Penalty amount** |
|---|---|---|
| | | R 2000 per calendar day to a maximum of 10 % of Contract Value |
| **Section** 1 | | |
| **Section** 2 | | |
| **Section** 3 | | |
| **Section** 4 | | |
| **Section** 5 | | |
| **Section** 6 | | |

42.2.9 The **law** applicable to this **agreement** shall be that of *[1.2]* *(country)* REPUBLIC OF SOUTH AFRICA

**42.3 INSURANCES**

42.3.1 Contract works insurance to be effected by *[10.1#, 10.2#, 12.1#]* *(**Employer/Contractor**)* Contractor

For the sum of *(amount)* Contract sum plus 10%

With a deductible of *(amount)* 5% of Insured Amount

42.3.2 Supplementary insurance is required *[10.1#, 10.2#, 12.1#]* *(yes/no)* Yes

*(Where 'yes' state requirement)* Contract Sum plus 20%

42.3.3 Public liability insurance to be effected by *[11.1#,12.1#]* *(**Employer/Contractor**)* Contractor

For the sum of *(amount)* R 10 000 000.00

With a deductible of *(amount)* 5% of Insured Amount

42.3.4 Support insurance to be effected by the **employer** *[11.2#,12.1#]*

For the sum of *(amount)* Not applicable

With a deductible of *(amount)* Not applicable

**2.4 DOCUMENTS**

42.4.1 Waiver of the **contractor's** lien or right of continuing possession is required *[3.3, 15.1.3, 31.16.2#]* *(yes/no)* Yes

42.4.2 Construction document copies to be supplied *[3.7]* to the **contractor** free of charge *(N° of)* 01

42.4.3 **Bills of quantities/Lump sum document** schedule of rates drawn up in accordance with

*(state measuring system)* _____

42.4.4 On acceptance of the tender the **bills of quantities/lump sum document** *[15.1.1]* is to be submitted within **working days** *(N° of)* Yes

42.4.5 **JBCC** Engineering General Conditions are to be included *[3.4]* in the **contract documents** *(yes/no)* Yes

42.4.6 The **contract value** is to be adjusted using **CPAP** indices *[31.5.3]* *(yes/no)* No

*[32.13]* Where **CPAP** is to be used *(base month)* N/A

Alternative Indices *(if applicable)* _____

42.4.7 Details of changes made to the provisions of **JBCC** standard documentation
*[3.10] [An addendum referenced to this clause is to be attached should the space provided be insufficient]*

| | |
|---|---|
| 42.4 | DOCUMENTS |
| 42.4.3 | **Bills of quantities** drawn up in accordance with: ASAQS Standard System of Measuring Building Works |
| 42.4.5<br>[3.4] | **JBCC** Preliminaries (May 2005)<br>**JBCC** Principal Building Agreement (March 2005) are to be included in the contract documents for use with the **JBCC** Nominated/selected Subcontract Agreement. |

| | |
|---|---|
| 42.4.6<br>[31.5.3]<br>[32.13] | The **contract value** is to be adjusted using **CPAP** indices: **Yes** **No** ☒<br><br>Alternative Indices: **Not Applicable** |
| | |
| 42.4.7<br>[3.10] | Details of changes made to the provisions of **JBCC** standard documentation<br><br>**Clause** 1.1<br><br>**COMMENCEMENT DATE** – means the date that is 5 working days after site hand over.<br><br>**CONSTRUCTION GUARANTEE** – means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's construction guarantee** form as selected in the **schedule.**<br><br>**CONSTRUCTION PERIOD** – means the period commencing on the **commencement date** and ending on the date of **practical completion.**<br><br>**INTEREST** – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:<br><br>(a) in respect of interest owed by the **employer**, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and<br><br>(b) in respect of interest owed to the **employer**, 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<br><br>**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 expenses or loss.<br><br>1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:<br><br>1.6.4 No clause<br><br>3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his/her tender.<br><br>3.7 Add at the end thereof:<br><br>The **contractor** shall supply and keep a copy of the JBCC applicable to this contract on **site,** to which the **employer, principal agent** and **agents** shall have access to at all times.<br><br>3.10 Replace the second reference to "**principal agent**" with the word "**employer**"<br><br>4.3 No clause<br><br>5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 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.<br><br>10.5 Add the following as 10.5<br><br>**Damage to the works** |

a) Without in 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 to 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 excepted 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 neglect of any person for whose actions the **employer** is legally liable

b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable 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 neglect 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 thereof 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 and will remain adequately insured or insured 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 that might result in catastrophic ground movement evident by sinkhole or do line 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 holds harmless the **employer**

against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor s**hall 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, restore, 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 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 whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

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 consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

14.0 Replace the entire clause 14.0 with the following:

14.0 **SECURITY**

14.1 The **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of up to ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT)

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.2.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(B)

14.2.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

15.1.1 No clause

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 fourteen (14) calendar days of **commencement date**<br><br>15.2.1 Under 41: Amend to read as follows:<br><br>"Give the **contractor** possession of the site within ten (10) working days of the **contractor** complying with the terms of 15.1.2 and 15.1.4<br><br>17.1.11 Delete the words" and the appointment of **nominated** and **selected subcontractors**"<br><br>20.1.3 No clause<br><br>21.0 No clause<br><br>29.2.5 No clause<br><br>31.5.2 Security adjustments in terms of 14.0 and 31.8<br><br>31.8 Amend as follows:<br><br>31.8(A) Where a **security** is selected in terms of 14.1; the value of the **works** in terms of 31.4.1 and of the **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:<br><br>31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**<br><br>31.8. (A).2Ninety-seven per cent (97.5%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**<br><br>31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6<br><br>31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**.<br><br>31.12 Delete the following: "Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due."<br><br>32.5.1 Add the following to the end of this clause: "…due to no fault of the **contractor.**"<br>32.5.4 Add the following to the end of this clause: "…due to no fault of the **contractor.**"<br>32.5.7 Add the following to the end of this clause: "…due to no fault of the **contractor.**"<br><br>33.2 Add the following clauses 33.2.9 to 33.2.13:<br><br>33.2.9 the **contractor's** failure or neglect to commence with the **works** on the dates prescribed in the contract<br><br>33.2.10 the **contractor's** failure or neglect to proceed with the **works** in terms of the contract<br><br>33.2.11 the **contractor's** failure or neglect for any reason to complete the **works** in accordance with the contract<br><br>33.2.12 the **contractor's** refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract<br><br>33.2.13 the **contractor's** estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa<br><br>34.13 Replace "seven (7) calendar days" with "twenty-one (21) calendar days" and delete the words: "subject to the **employer** giving the **contractor** a tax invoice for the amount due"<br><br>36.3 Remove reference to "No clause", and replace "**principal agent**" with "**employer**" |

| | |
|---|---|
| | 36.7 Add the following: “Notwithstanding any clause to the contrary, on cancellation of 37.5 this agreement either by the **employer** or the and **contractor**; or for any reason and whatsoever, the **contractor** shall on written instruction, discontinue with the (38.7) **works** on a date stated 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”<br><br>37.3.5 Replace “ninety (90)” with “one hundred and twenty (120) and 38.5.4<br><br>39.3.5 Add the following words at the end thereof:” within one hundred and twenty (120) **working days** of completion of such report”<br><br>40.2.2 under clause 41 – Replace “one (1) year” with “three (3) years”<br><br>40.6 under clause 41 – Remove reference to no clause<br><br>40.7.1 Change “(10)” to “(15)”<br><br>Add the following to the end thereof:<br><br>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs. |

# C1.3 Form of Guarantee

# C 1.3: FIXED CONSTRUCTION GUARANTEE - JBCC Series 2000 Principal Building Agreement (Edition 4.1 March 2005)

| | |
|---|---|
| **Project `title:** | **CONSTRUCTION OF SANITATION INFRASTRUCTURE AT SCHOOLS IN EASTERN CAPE PROVINCE** |
| **Tender No:** | **TENDER NO. TMT-DBE-22/23-SAFE5-ECCL106** |

1. With reference to the contract between _____

_____ (hereinafter referred to as the "**contractor**") and The Mvula Trust (hereinafter referred to as the **employer**"). Tender No: **TENDER NO. TMT-DBE-22/23-SAFE5-ECCL106** for the **CONSTRUCTION OF SANITATION INFRASTRUCTURE AT SCHOOLS IN EASTERN CAPE PROVINCE UNDER THE SAFE INITIATIVE (**Herein after referred to as the "contract") in the amount of

R _____**,**

_____ **(in words),** (hereinafter referred to as the **contract sum.)**

I/We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the **guarantor"**) advise that the **guarantor** hold at the **employer's** disposal the sum of

R _____**,**

_____**,** (**in words)**

being **12.5**% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia, non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof i/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.

3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.

4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor.**

5. 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 on account of any conduct alleged to be prejudicial to the **guarantor.** Without derogating from the aforegoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

6. This undertaking is neither negotiable nor transferable, and

a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
b) shall lapse on the date of the last **certificate of practical completion;** and
c) shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

**SIGNED AT _____ ON THIS _____DAY OF _____ 20__**

**AS WITNESS**

**1.** _____

**2.** _____

_____
**By and on behalf of**

_____

_____

_____
**(insert the name and physical address of the guarantor)**

**NAME:** _____

**CAPACITY:** _____
(duly authorized thereto by resolution attached marked Annexure A)

**DATE:** _____

A. No alterations and/or additions of the wording of this form will be accepted.

B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi,* for all purposes arising from this guarantee.

C. This GUARANTEE must be returned to:

_____

_____

_____

# Part C2: PRICING DATA

# C2.1: PRICING INSTRUCTIONS

# C2.1: PRICING INSTRUCTIONS

1. The Bills of Quantities have been drawn up in accordance with the latest edition of Standard System of Measuring Building Work published and issued by the Association of South African Quantity Surveyors and, where applicable, the:

   a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardized Specifications for Civil Engineering Works.
   b) 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 Edition 4.1 (March 2005), prepared by the Joint Building Contracts Committee. 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 JBCC Preliminaries (May 2005).

4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards). **Contractor to ensure in his/her pricing the cost for labour complies with minimum wage rates as set out by the Department of Labour (unskilled and skilled) for the applicable trades on the projects**

5. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent and can be viewed at any time during office hours up until the completion of the works.

6. 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.

7. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)

8. 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 (Preliminaries) of the Bills of Quantities

9. 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.

10. The amount of the Preliminaries 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 Preliminaries and any amount in respect of contract price adjustment provided for in the contract.

11. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.

12. The amount or items of the Preliminaries 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).

13. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:

a) 10 percent is Fixed;
b) 15 percent is Value Related
c) 75 percent is Time Related.

14. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries 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.

15. Contractor to include the cost of double handling of materials in his pricing due to site accessibility. The Contract must visit the schools to familiarise themselves with the site conditions

16. Contractor should be able to provide rate build-ups for labour, plant & equipment and for materials when requested to do so.

# C2.2: BILL OF QUANTITIES

The priced Bill of Quantities (BOQ's), following hereafter will form an integral part of the "Contract" between the successful appointed Contractor and the Employer.

# C2.3: SUMMARY PAGE

| No. | Name of School | Total Cost Including Vat |
|---|---|---|
| **1.** | MCHATU PRIMARY SCHOOL | |
| **2.** | LABRY PRIMARY SCHOOL | |
| **3.** | ZANEBANDLA PRIMARY SCHOOL | |
| | **Total for Cluster to be carried to Form of Offer** | |

# Part C3: SCOPE OF WORK

# C3.1: SCOPE OF WORK

| | |
|---|---|
| **Project title:** | **CONSTRUCTION OF SANITATION INFRASTRUCTURE AT SCHOOLS IN EASTERN CAPE PROVINCE** |

**The Works comprises the construction of sanitation facilities at the following schools:**

**1. SANITATION**

**1.1 Works description**

**MCHATU PRIMARY SCHOOL**

- Construction VIP Ablutions facilities (20 seats including urinals) with 5 x 5000 L rain water harvesting tanks and Security Fence around Grade R.
- Construction of ramps, landing & elevated walkways
- Construction of storm water management in form of v-drains, culverts and ditch drains
- Construction of barrier walls ( dwarf/garden walls) and berm
- Construction of subsoil drains
- Demolish existing structures

**LABRY PRIMARY SCHOOL**

- Construction VIP Ablutions facilities for Grade R plus 1 disabled (5 seats including urinals) with 4 X 5000 L rainwater harvesting tanks and Security Fence around Grade R
- Construction of ramps, landing & elevated walkways
- Construction of storm water management in form of v-drains, culverts and ditch drains
- Construction of barrier walls ( dwarf/garden walls) and berm
- Construction of Subsoil Drains
- Renovation of Existing Toilet Structure (12 seats including urinals)

**ZANEBANDLA PRIMARY SCHOOL**

- Construction VIP Ablutions facilities (20 seats including urinals) with 5 x 5000 L rain water harvesting tanks and Security Fence around Grade R
- Construction of ramps, landing & walkways, construction of fencing around Grade R and around ablution blocks,
- Construction of storm-water management in form of v-drains, culverts and ditch drains,
- Construction of barrier walls (dwarf/garden walls) and berm
- Construction of subsoil drains.
- Demolish existing structures

# OHS SPECIFICATION

**CONSTRUCTION OF SANITATION INFRASTRUCTURE AT SCHOOLS IN EASTERN CAPE PROVINCE**

**NB: EACH SCHOOL TO HAVE ITS OWN SAFETY FILE**

## THE MVULA TRUST

**ABBREVIATIONS**

AIA: Approved Inspection Authority
CHSO: Construction Health & Safety Officer
CC: Compensation Commissioner
CR: Construction Regulations 2014
DME: Department of Mineral and Energy
DMR: Driven Machinery Regulations
DoL: Department of Labour
FEMA: Federated Employers Mutual Association
GAR: General Administration Regulations
GSR: General Safety Regulations
HIRA: Hazard Identification & Risk Assessment
H&S: Health and Safety
OHSA: Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS: Occupational Health and Safety Specification
PSHSS: Project Specific Health and Safety Specification
PC: Principal Contractor
PPE: Personal Protective Equipment
PPC: Personal Protective Clothing
ER: Engineer's Representative
RHCS: Regulations for Hazardous Chemical Substances
SANS: South African National Standards (Authority)
SMME: Small, Micro, Medium Enterprise
SWP: Safe Work Procedure
HCS: Hazardous chemical substances

## CS1 General Statement and Interpretations

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 7 February 2014 and incorporated into the said Act by Government Notice R. 84, published in Government Gazette 37305 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

Definition as the Construction Regulations 2014 applicable to this Health and Safety Specification:

"Agent” means a competent person who acts as a representative or a client;

"angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away;

"Bulk mixing plant" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

"Client” means any person for whom construction work is being performed;

"competent person" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

"construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

"construction site" means a workplace where construction work is being performed;

"construction supervisor” means a competent person responsible for supervising construction activities on a construction site;

"construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and *off the* construction site for the purposes of performing construction work" construction work" means any work in connection with-

1. the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to 5 a building or any similar structure; or
2. the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

"construction work permit” means a document issued in terms of regulation 3;

"contractor" means an employer who performs construction work;

"demolition work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

"design” in relation to any structure, including drawings, calculations, design details and specification

- “designer” means a competent person who: -
    1. prepares a design;
    2. checks and approves a design;
    3. arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
    4. designs temporary work, including its components;
    5. an architect or engineer contributing to, or having overall responsibility for a design;
    6. a building services engineer designing details for fixed plant;
    7. a surveyor specifying articles or drawing up specifications;
    8. a contractor carrying out design work as part of a design and building project; or
    9. an interior designer, shop-fitter or landscape architect;

"excavation work” means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

"explosive actuated fastening device" means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

"fall arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines or similar equipment;

"fall prevention equipment" means equipment used to prevent persons from falling from a fall risk position, inducing personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;

"fall protection plan" means a documented plan, which includes and provides for -
    1. all risks relating to working from a fall risk position, considering the nature of work undertaken;
    2. the procedures and methods to be applied in order to eliminate the risk of falling;
    3. and a rescue plan and procedures;

"fall risk" means any potential exposure to falling either from, off or into;

"health and safety file” means a file, or other record containing the information in writing required by these Regulations "health and safety plan" means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

"health and safety specification" means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;
"medical certificate of fitness" means a certificate contemplated in regulation 7(8);

"mobile plant" means any machinery, appliance or other similar device that is able to move independently, and Is used for the purpose of performing construction work on a construction site;

"person day" means one normal working shift of carrying out construction work by a person on a construction site

"principal contractor" means an employer appointed by the client to perform construction work;

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as Professional Engineering Technologist in terms of the Engineering Profession Act, 2000.

"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means-

1. any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or *any* structure designed to preserve or alter any natural feature, and any other similar structure;
2. any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or
3. any fixed plant in' respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

"temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;
"the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

*Refer to Occupational Health and Safety Act, Act 85 of 1993 and regulations for more definitions*

## CS1.1 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

PURPOSE:

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

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

1) Safety considerations affecting the site of the project and its environment;
2) Health and safety aspects of the associated structures and equipment;
3) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
4) the Principal Contractor's (and his /her contractor) health & safety plan.

Serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies.

(b) The Contractor's Health and Safety Plan

The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

(i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Construction Regulations 2014;

(ii) Pro-active identification of potential hazards and unsafe working conditions;

(iii) Provision of a safe working environment and equipment;

(iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas; monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;

(v) Details of the Construction manager, alternate construction manager, Construction Supervisor, Risk assessor, Construction Safety Officer, First aider and other competent persons he intends to appoint for the construction works in terms of Construction Regulation and other applicable regulations; and details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

**CS1.1.1** The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations.

**CS1.1.2** The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

**CS1. 2 Indemnity of Employer and his Agents (Mandatory agreement OHS Act 37(2))**

a) The annexures to this Contract Document contain a “Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entered into and duly signed by both the Employer and Contractor prior to commencement with work. A copy of the signed agreement shall be included in the Contractor’s health and safety plan.

b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

**CS1. 3 Scope**

The scope of this Occupational Health and Safety Specification is to address the reasonable and foreseeable aspects of occupational health and safety management which will be affected by the contract work.

The specification will provide the requirements that the Principal Contractor and other contractors shall comply with in order to reduce the risks associated with the contract work which may lead to incidents causing injury and/or ill health or degradation of the environment, to a level as low as reasonably practicable and possible.

**The Contractor shall ensure that it is fully conversant with the requirements of this Specification.**

This Specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations, which apply to the scope of work to be performed by the Contractor in terms of this Contract, continue to be a legal requirement of the Contractor. The principal Contractor will be appointed in writing to be in overall control of the Construction site.

**Extent of works**

a) Earthworks – Excavations & Backfilling
b) Steel fixing
c) Concrete works
d) Brick work
e) Plaster work
f) Roof installation
g) Plumbing

## CS1.4 Responsibilities

**CS1.4.1** Client

- The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.
- The base line risk assessment will be issued to the appointed contractor on request
- The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.
- The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month and such visits may be done without any form of notification to the PC to ensure continuous compliance.

**- The Client or his appointed Agent on his behalf will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to**:

• have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
• have failed to implement or maintain their health and safety plan;
• have executed construction work which is not in accordance with their health and safety plan; or
• act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

**Note: The Client SHE agent reserves the right to stop any construction activities which may pose a threat to the health and safety of persons on site.**

**CS1.4.2 Principal Contractor:**

- The Principal contractor is urged to conduct its base line risk assessment during the briefing session/clarification meeting.
- The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 4 of the Construction Regulations. Annexure 2 of the Construction regulations 2014 contains a “Notification of Construction Work” form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

- The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

**CS1.5 Policies and Procedures**

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and. implemented within the company operations. The PC shall also ensure that the following policies and procedures but not limited to, are included in the OHS file:

- Substance abuse policy
- Disciplinary procedure
- Smoking policy
- HIV/AIDS policy
- PPE & PPC policy

**CS1.6 Organogram**

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated, when there is a change in the site team.

**CS1.7 Compensation Commissioner**

The Contractor shall provide **a valid** proof of registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement of construction activities.

**CS1.8 Notification of Construction Work – CR 4**

The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:

- Include excavation work
- Include work at height where there is a risk of falling
- Include the demolition of a structure, or
- Include the use of explosives to perform construction work.

If the construction work involves construction of a single storey dwelling for a client, and such dwelling he will be residing in such dwelling upon completion, the contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence. This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

**CS1.9 During the construction period**

Continuous/Issue-based Risk Assessments shall be done during the construction period as and when the scope of work changes indicating new introduced hazards.

Additional appointments shall follow as required by the Risk Assessment.

The Employer's H & S Agent will take reasonable steps to ensure that the Contractor's Health and Safety plan is implemented and maintained. The steps taken will include periodic audits at mutually agreed intervals at least once every month, however, **if the Employer's Agent determines that the Principal Contractor does not comply with the provisions of the ACT or only complies when the Audit date approaches, HE/SHE reserves the right to visit the site without any form of notification to verify continuous compliance on site.**

Protective clothing as determined by the Risk Assessment shall be issued and the employees shall sign the issue register to indicate the type and number of equipment received by each employee

Proof of training in the form of a register signed by the trained employees shall be kept in the H&S file. The contents of the training shall also be displayed in the H&S file.

**Please note: The SHE agent may randomly select employees on site and assess their knowledge against the material they have been trained on.**

Appointments of people/workers related to Health and Safety as required by law and the Risk Assessment shall be done prior to the commencement of any work. Letters of appointment shall be kept in the H&S file for inspection by the Client, Agent or any Inspector.

Prior to builder's holiday PC shall develop a shutdown procedure and submit it to the Client agent for approval

**CS1. 10 Health and Safety Program/File**

The following documentation shall be included in the Health and Safety File but not limited to:

a) Copy of OHSAct and applicable Regulations.
b) Copy of Client Health and Safety specification, Principal contractor's Health & Safety Plan.
c) Copy of all Drawings – Schematics, Detail Drawings, etc.
d) Copy of Notification of Construction work to the Department of Labour.
e) Company Safety Policies (OHS policy, smoking policy, substance abuse policy, PPE policy, HIV/AIDS policy etc.) – To be signed by the Chief Executive Officer of the Company.
f) Organogram indicating site specific organizational structure with reference to requirements of the construction regulations.
g) Proof of Registration with Compensation Fund of Principal Contractor and Contractors.
h) Method statements, risk Assessments and safe work procedures for all activities on site as per construction works programme (project scope of work).
I) Letters of Appointment and proof of competence.
j) Inspection registers
k) Material safety data sheets
l) The contents of all Training Material e.g. Formal training, Informal training, induction, DSTI's Toolbox talks, HIV/AIDS etc.
m) Emergency preparedness and response plan with site specific telephone numbers
n) Section 37(2)/Mandatory agreement
o) Site specific Fall protection plan
P) Waste management Plan
q) List of Contractors (Sub-Contractors)
r) List of Local Labours with ID copies
s) Environmental management plan
t) All applicable permits
u) Disciplinary procedures
v) H & S budget
w) Scope of work
x) Committee meetings and SHE audit reports

**CS1. 11 Appointments**

The following appointments are required for the project. Deviations will only be allowed with the approval of the Agent. Appointment of an employee for more than one responsibility may be allowed on approval by the Agent. **TMT reserve right to pay employee of the contractor direcftly in cases where contractor fails to pay. This will be done as follows;**

- **Where contractor claimed invoice and is paid by TMT,**
- **Contractor fails to pay workers on site,**
- **PDF will collect the details of the employees on site which includes,**
  - **Identity documents,**
  - **Timesheets,**
  - **Contracts signed with the contractor,**
  - **Banking details,**
- **The monies payed directly to employees will be recovered on contractor.**

**Basic Appointments:**

- Appointment of Principal Contractor by Client.
- Appointment of Contractors (Sub Contractors) by Principal Contractor (where applicable)
- Appointment of Construction manager (Full time)
- Appointment of Alternate construction manager
- Appointment of Construction Work Supervisor (Full time)
- Appointment of Assistant Construction Work Supervisor
- Appointment of Health & Safety Officer (Full time)

**Appointments of Specialists (Refer to a Specialist Company):**

- Appointment of Safety Manager
- Appointment of Risk Assessor and plan developer
- Appointment of a Health and Safety Induction Trainer
- HIV/AIDS trainer
- Traffic Safety Officer (where applicable)
- Fall protection plan developer
- Troxler operator
- Blasting competent person

**Appointments of full time employees on site:**

- Appointment of a SHE Representative (Competent employee to control/monitor all H&S activities).
- Appointment of Emergency co-ordinator
- Appointment of an Accident and Incident Investigator.
- Appointment of the Safety Committee Members (Employees actively involved in H&S).
- Appointment of an Excavation Inspector.
- Appointment of Construction Vehicle and Mobile Plant Inspector.
- Appointment of Construction Vehicle and Mobile Plant Operators.
- Appointment of batch plant/Concrete Mixer Operator (if required).
- Appointment of Hand Tool Inspector.
- Appointment of a Portable Electrical Equipment Inspector (If required).
- Appointment of a Fall protection supervisor
- Appointment of a Ladder Inspector (If ladders are used).
- Appointment of scaffold inspector.
- Appointment of scaffold erector
- Appointment of formwork supervisor
- Appointment of demolition supervisor
- Appointment of hazardous chemical controller
- Appointment of stacking and storage supervisor

- Appointment of Flagmen
- Appointment of a Hygiene and Facility Inspector (Ablutions and eating places).
- Appointment of Fire Equipment Inspector.
- Appointment of Fire Team Members (employees trained in firefighting awareness).
- Appointment of First Aid Equipment Inspector.
- Appointment of First Aid Team Members (employees trained in first aid awareness)

CS1.11.1 Safety Officer (CR 8.7)
Due to the nature of the activities on site it is required to appoint a full-time competent Health and Safety Officer with at least 2 years' experience in SHE management. The Safety Officer shall be in possession of a minimum qualification of SAMTRAC or any other equivalent safety management programmes

The Safety Officer shall be employed by the Principal Contractor on a full time basis for the duration of the project.
The functions of the Safety Officer will be to monitor all H&S Activities on site on a daily basis.
CS1. 11.2 Contractor's SHE Representative - OHSAct 17
The Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Contractor. The Contractor shall inform the Agent in writing of the name and address of the Contractor's SHE Rep and of any subsequent changes in the name and address of the SHE Rep, together with the scope and limitations of the SHE Rep's authority to act for the Contractor. The Contractor's SHE Rep shall make available to the Employer an all-hours telephone number at which the SHE Rep can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

CS1.11.3 Health & Safety Committee- OHSAct 20

Where two or more health and safety representatives have been elected and appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the contractor to refer to.

CS1. 8.4 Supervision of Construction Work– CR 8 (5)
The Principal Contractor as well as his Contractors (Sub Contractors) shall appoint competent full time employees in writing as the construction supervisors.

**CS1. 12 Training and Competence**
The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records, once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

**Induction**
No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment. A copy of attendance registers of all employees who attend inductions shall be kept.

**Awareness**
The Contractor shall conduct periodic toolbox talks on site, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health a safety file as evidence of training.

**Competency**

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons- on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence.

**CS1. 13 Risk Assessment – CR 9**

The Principal Contractor as well as all other Contractors shall appoint a competent person in writing to carry out a risk assessment before any construction work is started.
The Risk Assessment shall form part of the Health and Safety Plan.
The Risk Assessment shall include:

- Risk assessment procedure
- Identification of hazards and risks.
- Rating matrix
- Control measures to mitigate risks.
- A monitoring and review plan

Copies of the risk assessment shall be available on each site for inspection.
All employees shall be informed, instructed and trained by an appointed competent person regarding all hazards and work related procedures.

**CS1. 14 Existing Services**

Contractor must establish all local services in area of excavations.
Plan of local services shall be documented in the Health and Safety file.
Local services include:
*Pipe lines, Electricity Supplies and other similar services.*

**CS1. 15 Safe Working Loads**

The Contractor shall ensure that -

a) The safe working loads of hoists, load-bearing beams and cranes are prominently displayed at all times.
b) The safe working loads are not exceeded under any circumstances.
c) All lifting gear is marked with a unique identity number and recorded in register.

**CS1. 16 Machine Guarding**

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

**CS1. 17 Construction Vehicles and Mobile Plant – CR 23**

The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's licence, valid for the class of vehicle which they are required to drive, and shall produce the licence on request.
The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol, drugs or other substance.
All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.
A register shall be kept of workers operating construction vehicles and mobile plant.
The register shall contain proof of training of operators to operate construction vehicles and mobile plant, certification of competency and authorization of operators to operate machinery, vehicles or plant.
Names of operators and their relevant training with date and time stamps together with name of course instructor shall be kept in the Health and Safety File on site.
Physical and psychological fitness shall be proved by way of a medical certificate of fitness of the said operators before allowing operators to operate machinery, vehicles or plant. Medical fitness certificates shall only be issued by a registered occupational medical practitioner.

The Health and Safety File shall include the written training material offered to operators for the different construction vehicles and mobile plant.

Each and every driver shall be trained on risks involved and safety procedures.
All Construction vehicles and mobile plant must be of acceptable design and construction and used according to their design.
All construction vehicles and mobile plant must be maintained in good working order.
A register of all vehicles and plant shall be kept on site together with names of operators responsible for each.
The register shall report all maintenance activities performed on these vehicles and plant as well as signatures certifying the condition of the vehicles as in a good working order.
All requirements on the vehicles and mobile plant with regard to safety and health shall be inspected and certified.
These requirements include:

a) Portable fire extinguishers mounted in specified positions on construction vehicles – 4kg dry powder fire extinguisher
b) Inspection for leaking fuel or gasses which can cause a fire hazard
c) Safe and suitable means of access
d) Adequate signalling or other control arrangements to guard against the dangers relating to movement of vehicles and plant.

Attention must be paid to

i) Turn indicators
ii) Stop lights x 2 – where poor visibility conditions warrant
iii) Reverse siren or acoustic device
iv) Tail lights
v) Reflectors
vi) Head lights x 2 – where poor visibility conditions warrant
vii) Rotating amber flashing light with lens heights of at least 200mm and an Output of at least 100Watt on roof or other visible position
viii) Warning boards mounted at least 1.5m above ground level to be clearly visible.
ix) Inspections of appropriate structures fitted to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn
x) Appropriate seats must be firmly secured and adequate in number on vehicles used to transport employees

During use of Construction vehicles or mobile plant the following rules shall be adhered to:

1. Construction vehicles or mobile plant must be prevented from falling into excavations, water or any other area lower than the working surface. This protection must consist of adequate edge protection e.g. guard rails and/or crash barriers.
2. No person shall be allowed to or require to ride on any Construction Vehicle or Mobile Plant in a position otherwise than a safe place provided for on the construction vehicle or mobile plant as designed for that purpose.
3. The construction site must be organized in such a way that as far as is reasonable practical, pedestrians and vehicles can move safely and without risks to health and safety.
4. Traffic routes shall be of sufficient size, sufficient in number and in suitable positions to be used safely by construction vehicles, mobile plant and pedestrians.
5. Each and every traffic route shall be indicated by suitable signs for reasons of safety and health.
6. No tools and/or material shall be transported in the same compartment as the operators/drivers/employees unless the said are secured against movement during transportation.
7. All Construction Vehicles and Mobile Plant left unattended at night adjacent to a public roads in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of vehicles or plant.
8. TLB's, Excavators and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.

9. Reflective indicators must be provided to workers in the form of reflective yellow jackets or vests as specified and worn by workers working on/or adjacent to public roads.
10. No major plant repairs may be carried out on site

**CS1. 18 Signs and Notices**

The use of colour codes, symbolic signs and notices are means of communication whereby information is visually conveyed to people and also provides early warning of dangers.
Safety signs provide for immediate recognition of danger, information, actions allowed or not allowed and procedures that have to be done.
There are 5 types of safety signs:

1. Black triangle on yellow background=> WARNING
2. Red (round) on white background => PROHIBITORY
3. White on blue background => MANDATORY
4. White on green background => INFORMATION
5. Red (square) on white background => FIRE

The following signs shall be provided for on the site:

| | | |
|---|---|---|
| Warning signs | - | DANGER - MEN AT WORK |
| Prohibitory signs | - | NO ENTRY, NO SMOKING |
| Fire | - | POSITION OF EQUIPMENT ARROWS |
| First Aid | - | INFORMATION SIGNS |
| Emergency Signs | - | ASSEMBLY POINT, ESCAPE ROUTES SIGNS |

All signs shall be new or in good condition and approved by the Engineer.
All temporary signs shall be mounted on portable supports to facilitate moving.
Defective or missing items shall be replaced immediately.
All signs shall be inspected at least twice a day.
Signs to be displayed will be determined by the H&S Plan and the Risk Assessments.
*Compulsory signs will include:*
Prohibited area
Men at work
*A H&S board shall be displayed at the entrance with all the relevant H&S instructions and symbols eg:*
Construction Site – No Entry
Hard hat area
Safety shoes shall be worn
The size of the board shall be at least 1.5m wide by 1.2m high

**CS1.19 Excavation Work – CR 13**

Excavation:
*Definition:* A space made by digging.

1. An excavation could be a hole or trench of any size and shape.
2. A Risk Assessment must be done prior to making an excavation.
3. The following must be taken into consideration when doing the Risk Assessment:
    - ⇨ Depth of the excavation
    - ⇨ Length of the excavation
    - ⇨ Existing services
    - ⇨ Barricading and demarcation

Depth of the excavation:

1. Should an excavation be more than chest deep (1.5m), it must be adequately shored or braced.
2. Slopes or trenches shall be as flat as possible, 1 x vertical to 2 x horizontal must be considered maximum for dry conditions. In wet conditions either a much lower slope shall be used, or if space is a constraint, shoring and de-watering shall be applied.

A competent person shall be appointed to supervise excavation work.
Stability evaluation of ground must be done by the Principal contractor and a consulting Engineer shall be notified in writing for certification.
A plan for prevention of persons being trapped due to collapse shall be provided by Contractor.

The design of shoring shall be documented by Contractor in the Health and Safety file as provided by the competent designer of shoring.
The maximum loading of sides of an excavation must be documented in a usable format.
If adjacent structures and buildings are present and can be affected a design and construction of supporting details shall be represented.
Provision shall be made for access routes to the excavation. Routes must not be more than 6 meters away from worker.
Contractor must establish all local services in area of excavations.
Plan of local services shall be documented in the Health and Safety file.
Local services include:
*Telkom, Water, Electricity Supplies and other similar services.*
Inspection shall be done on all bracing and shoring on a

- daily basis
- prior to each shift
- after every blasting operation
- after an unexpected fall of ground
- after substantial damage to supports
- after rain

An inspection register shall be completed by the Excavation Inspector during each and every inspection.
Excavations must be provided with clearly visible boundary indicators and illuminated at night or where/when visibility is poor.
Excavations must be adequately barricaded and such barricading material shall be periodically maintained.
**It is advised to use 1.2m high PVC net (barrier netting)** and erected as close to the excavation as possible, when accessible by public or other employees, or adjacent to public roads or thoroughfares, **NO danger tape shall be used**.
Explosives regulations must be adhered to if explosives are required to carry out the excavation. Competent persons with blasting certificates must be in charge.
Warning signs must be posted next to an excavation in which persons are working or carrying out inspections or tests.

**CS1.20 Blasting**
PC shall appoint a competent person approved by relevant Departments to perform blasting operation.
Transportation, storage and use of explosives shall be shall be carried out as per explosive regulations.
PC to obtain all permits applicable to explosive regulations prior to commencement of blasting activities.

**CS 1.21 Radiation (Troxler)**
PC shall apply for an authority from the Dept. of health, Radiation control, Radioactive nuclides in terms of section 3A of hazardous substances Act, 1973 (Act 15 of 1973) to use convey, process and cause to convey radioactive nuclides.
The operation, storage and transportation of radioactive nuclides shall be carried out as per Hazardous substance Act of 1973 and manufacture's specification.
Only trained personnel shall use, store or transport radioactive nuclides
Inspections shall be carried out as per manufacturer's specification

**CS1. 22 Barricading and Demarcation**
The construction site shall be sealed off with a fence of at least 2 m covered with mash nett to contain dust. Signage must be displayed in all four corners of the site to prevent unauthorized entry by members of the public and vehicles.

**CS1. 23 Ladders – GSR 13A**
You are only to use ladders that are undamaged and are of sound construction.

Ladders must be placed on a register and inspected on a monthly basis by an appointed person.

Ladders are to be secured during use. If it is necessary to use a ladder before it can be secured, a second person must hold it steady at all times. Place the ladder's feet on a level base. (wooden blocks or bricks are not to be used).

Ladders are not to be used as scaffolds or work platforms.

When used as access to trenches and work areas, the ladder must extend one meter above the step off point and be placed at an angle where the base of the ladder is one quarter of the ladder height away from the base of the structure, and must be fitted with non-skid devices.

Ladders must not be used nearer than 3m to any exposed electrical power source and never in substations or on electrical installation work.

Ladders are not to be used in a horizontal position.

Maintain 3-point contact by keeping two hands and one foot or two feet and one hand on the ladder at all times.

Do not carry objects in your hands while on a ladder.

Ladders must be fitted with non-skid devices at the bottom ends and hooks or similar devices at the upper ends.

Ladders with damaged stiles, or damaged or missing runs should never be used.

Ladders must never be fastened together to increase the reach.

Wooden ladders must never be painted.

**CS1. 24 Bulk mixing/Concrete Mixers – CR 20**

The Contractor shall ensure that all concrete mixers are operated and supervised by a competent person who has been appointed in writing.

The Contractor shall ensure that all devices to start and stop the concrete mixers are provided and that these devices are:

1. Placed in an easily accessible position; and
2. Constructed in such a manner to prevent accidental starting

All dangerous moving parts of a mixer must be placed beyond the reach of persons by means of covers.

No person shall be permitted to remove or modify any guard or safety component unless authorized to do so by the appointed person

A Contractor shall ensure that all persons authorized to operate the concrete mixers are fully:

1. Aware of all dangers involved in the operation thereof
2. conversant with the precautionary measures to be taken in the interest of health and safety

No person supervising or operating a concrete mixer shall authorize any other person to operate the plant, unless such a person is competent to operate such machinery.

In case the concrete is supplied by the an external service provider PC shall ensure that there are fully inducted and compliant with the provisions of the OHS act and its regulation. Furthermore, PC's employees shall not be allowed to operate the ready mix truck chutter in any circumstances

**CS1. 25 Scaffolding – CR 16**

All scaffolding must be in compliance to SANS 10085.

A competent person shall be appointed in writing to supervise the erection of all scaffolding operations.

The Scaffolding erecter shall have the required accredited qualifications for scaffold erecting.

A competent scaffold inspector shall be appointed in writing to inspect the erected scaffolds and shall not be the same person as the erector.

An Inspection Register on scaffolding shall be kept in the Health and Safety File.

A copy of SANS 10085 as amended shall be available on site and kept in the Health and Safety File.

**CS1. 26 House Keeping and Construction Sites – CR 27**

The Contractor shall at all-time carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons or

damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.
All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.
Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within.
The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.
Loose material need for use shall not accumulate so as to obstruct means of access to and egress from the workplace.
Scrap and waste shall not be allowed on site and must be removed daily.
The construction sites adjacent to build up area or public way shall be effectively fenced and controlled with access points.
HCS stored on site shall be stored in containers located in a dedicated area. The area shall be surrounded by a band wall.

**CS1. 27 Stacking and Storage on Construction Sites – CR 28**

A competent person shall be appointed in writing with the duty of supervising all stacking and storage of material on site.
Adequate storage areas shall be provided which includes demarcated areas.
All storage areas shall be kept neat and under control.

**CS1. 28 Fall Protection – CR 10**

A contractor shall cause-

a) The designation of a competent person, responsible for the preparation of a fall protection plan;
b) The fall protection plan contemplated in paragraph (a) to be implemented, amended where and when necessary and maintained as required;
c) Steps to be taken in order to ensure the continued adherence to the fall protection plan.

The fall protection plan contemplated in sub-regulation (1), shall include-

a) Scope
b) A risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
c) Fall prevention outlook: Fall elimination, fall prevention, fall arrest equipment
d) Emergency response and fall rescue plan
e) Appointments and training need analysis
f) Site activities/conditions e.g. open holes, excavations, ladders, scaffolds, lifting equipment etc.
h) Monitoring and review
I) Medical surveillance procedure
j) Accident/incident reporting, investigation and record keeping
k) Approvals and reviews
l) fall protection training register

**NOTE:**

The wearing of an approved type of safety harness fitted with a shock absorber and correctly secured to any approved anchorage is compulsory for personnel working at heights.
Safety harnesses must be worn where a leaning bar cannot be installed, where handrails are not available, in instances where there is a risk of injury due to falling, and generally whenever work is undertaken at a height of more than "a person's height".
It is the contractor's responsibility to train his employees on the correct use of harnesses.

Safety belts may only be used as a fall restraint and not as a fall protection device.
On windy/rain days, special precautions are to be taken when working at.
No workers are to be allowed to work at height during inclement weather.

**CS1. 29 Structures – CR 11**

1. A contractor shall ensure that:
   a) all reasonable practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work: and
   b) No structure or part of a structure is loaded in a manner which would render it unsafe.
2. A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.
3. Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
4. Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

**CS1.30 Temporary Works – CR 12**

A competent person shall be appointed in writing to supervise all formwork and support work.
The name and address of such a person shall be included in the Health and Safety Plan of the Principal Contractor.
The contractor must ensure that all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be able to support all anticipated loads.
All drawings pertaining to formwork and support work must be kept on site and available for inspection by an inspector, contractor, client, client's agent or employee.
All formwork and support work must be inspected and checked for suitability by a competent person under the following conditions:

1. Before use
2. During placement of concrete or any other imposed load
3. After placement of concrete or any other imposed load
4. On a daily basis after placement of concrete until the structure is removed.
5. Ensure that concrete gains sufficient strength before the support work is removed.

Record must be kept of these inspections.
Weakened formwork or support work must be immediately reinforced.
Persons must be prevented from slipping on support work.
Persons must not be affected by the use of solvents or any other similar substances.
Safe access must be provided for all support work.
Employees involved must be adequately trained and instructed to perform the work in a safe manner.
Foundations of formwork must be adequate to sustain the applied load.

**C1.31 Material Hoisting – CR 19**

A contractor must ensure that every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects.
A contractor must ensure that the tower of every material hoist is

- erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 mm for over travel;
- enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and

- Provided with a door or *gate* at least 2100mm in height at each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.

A contractor must cause-

- the platform of every material hoist to be designed in a manner that it safely contains the loads being conveyed and that the combined mass of the platform and the load does not exceed the designed lifting capacity of the hoist;
- the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
- Every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.

No contractor may require or permit barrows or material to be conveyed on the platform of a material hoist and no person may so convey barrows or material unless those articles are secured or contained in a manner that displacement thereof cannot take place during movement.
A contractor must cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material host, to be affixed around the base of the tower and at each landing.
A contractor of a material hoist may not require or permit any person to operate unless a hoist, person is competent in the operation of that hoist. .
No contractor may require or permit any person to ride on a material hoist. A contractor must ensure that every material hoist-

- is inspected on daily basis by a competent person appointed in writing by the contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery;
- inspection contemplated above, includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices;
- inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose;
- Is properly maintained and the maintenance records in this regard are kept on site.

**CS1. 32 CRANES - CR 22**

Where tower cranes are used:

- PC shall ensure that they are designed and erected under the supervision of a competent person
- All relevant risk assessments and method statements are developed and applied

- account must be taken of the effects of wind force on the crane and a wind speed device is fitted that provides the operator with a audible warning when the wind speed exceeds the design engineer's specification;
- account must be taken of the bearing capacity of the ground on which the tower crane is to be erected;
- the bases for the tower crane and tracks for rail mounted tower crane must be firm and level and secured;
- shall be erected at a safe distance from excavations;
- clear space must be provided and maintained for erection, operation, maintenance and dismantling;
- Tower crane operators must be competent to carry out the work safely;
- Tower crane operators must be in possession of a valid medical certificate testifying that the holder is physically and psychologically fit.

A competent person shall plan all lifting operations where the lift will exceed 2000 kg and

the plan submitted to the Client for approval and permission to carry out the lift.

**CS1. 33 First Aid - GSR 3**

- **Safety Notice Board**

The Contractor shall provide a Safety Notice Board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to all staff. The size of the notice board shall be at least 600 mm x 800 mm.

- **First Aid Equipment**

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked monthly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

- **Hazard Notices**

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur.

- **Reporting of Incidents and/or Injuries**

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's SHE Rep by the quickest means possible.
A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Site Agent within twenty four (24) hours of the occurrence of the incident.

**CS1. 34 Fire Precautions on Construction Sites – CR 29**

A register shall be kept on all Acetylene and Oxygen cylinders used on the site.
Condition of components, sub-components and safety components (e.g. Flame back arrestors) shall be listed in the register and signed by the construction supervisor at regular intervals as required with time and date stamp.
Acetylene, Oxygen and LP Gas cylinders shall be stored in suitable places to minimize the risk of fire.
Suitable storage to be provided for flammable liquids, e.g. petrol, diesel, paraffin.
Smoking shall be prohibited in the workplace and notices posted accordingly.
Suitable and sufficient firefighting equipment shall be placed in strategic positions in the work place.

(On vehicles and other positions as deemed necessary).

A register shall be kept on type and number of equipment for each site in the Health and Safety File.
A competent person shall inspect all firefighting equipment.
A sufficient number of employees shall be trained in the use of firefighting equipment.
A register shall be kept in the Health and Safety File on site with names of employees and type of firefighting training completed with date.
Suitable signs shall be erected in work places indicating escape routes.
Escape routes shall be kept clear. Evacuation plans shall be in Health and Safety File as part of Induction Training.
Combustible materials shall not accumulate on site.

**CS1. 35 Construction Welfare Facilities – CR 30**

PC shall provide clean drinking water for its workers
On each site where existing facilities are not present, at least one sanitary facility shall be erected for every 30 workers, a changing facility for each sex and sheltered eating areas.
Separate toilets shall be erected for each sex.
Mobile toilets with bucket system shall be installed at the site.
Cleaning of buckets shall be arranged with an approved service provider approved by the municipality.
To be at least once every week and disposal certificate shall be kept in the file.

## CS1. 36 Portable electrical tools & equipment - EMR 9

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 amp. plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etc. In addition electrical appliances such as fridges, hotplates, heaters, etc. shall be inspected and maintained to the same standards as portable electrical tools and appliances.
The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing;
- Inspection results must be recorded in a register;
- Only competent authorized persons are allowed to use portable electrical tools and equipment;
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment.

PORTABLE ELECTRICAL TOOLS shall be maintained in good condition at all times to prevent an electrical shock to the user. The main source shall incorporate an earth leakage protection device.
All equipment shall be fitted with a switch to allow for safe & easy starting and stopping.

## CS1. 37 Use & storage of flammables & HCS - CR 25

The Principal Contractor / Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapors being present unless adequate precautions are taken;
- The workplace is effectively ventilated. Where this cannot be achieved:
    - Employees must wear suitable respiratory equipment
    - No smoking or other sources of ignition is allowed in the area
    - The area is conspicuously demarcated as “flammable”
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place and sufficient fire-fighting equipment installed and fire prevention methods practiced e.g. proper housekeeping;
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.:
    - stored in a locked well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as “Flammable Store – No Smoking or Naked Lights”;
    - the flammables store to be constructed of two-hour fire retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire retardant fire wall;
    - Adequate and suitable fire-fighting equipment installed around the flammables store and marked with the prescribed signs;
    - All electrical switches and fittings to be of a flameproof design;
    - Any work done with tools in a flammables store or work areas to be of a non-sparking nature;
    - No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables;
    - The flammable store to be designed and constructed to, in the event of spillage of liquids in the store, to contain the full quantity + 10% of the liquids stored;
    - A sign indicating the capacity of the store to be displayed on the door;

- Containers (including empty containers) to be kept closed to prevent fumes/vapors from escaping and accumulating in low lying areas;

- Metal containers to be bonded to earth whilst decanting to prevent build-up of static;
- Welding and other flammable gases to be stored segregated as to type of gas and empty and full cylinders.

Hazardous Chemicals and Materials

a) The Contractor shall provide suitable and adequate protective equipment when work in an area where hazardous chemicals and materials are being used.
b) The Contractor shall ensure that its employees have familiarised themselves with the hazardous material data sheets applicable to the specific site as well as the location of firefighting equipment, safety showers/baths and other washing facilities, prior to commencement of work
c) Hazardous chemical substances shall be stored in a well ventilated area.
d) Spillage procedures shall be developed and spill kits shall be provided.
e) All HCS containers shall be labelled
f) Where HCS are stored PC to ensure that there are serviced fire extinguisher in close proximity

**CS1. 38 Public H & S**

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

**CS1. 39 Night work**

The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in' work being stopped.

**CS1. 40 Environmental Conditions**

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc.). The Contractor’s risk assessment process must take these risks into account.

Furthermore, the Contractor shall ensure that the environmental specification is adhered to at all times.

**CS1. 41 Occupational Health**

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks. The occupational hazards and risks may enter the body in four ways:
- Inhalation through breathing e.g. cements dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. hazardous chemicals.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site. All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where survey has been conducted.

- Noise induced hearing loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work,
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.

- Control of noise by referring to:
- Engineering methods considered
- Admin control (number of employees exposed) considered
- Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.

**CS1. 42 Commissioning and Safety Precautions**

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant / machinery disengaged until the work or repairs have been completed.

**CS1. 43 Monitoring and Review:** Registers Required on Site

***PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT***

- Personal Protective Clothing and Equipment issued, PPE condition Monthly checklist

***MACHINERY***

- Daily Checklist - Compaction Machinery
- Daily Checklist – Concrete mixer
- Daily Checklist – Generator/pump
- Daily checklist (before and after use) – Troxler (If applicable)
- Daily Construction Vehicle Pre-ignition Checklist – Excavator (If applicable)
- Daily Construction Vehicle Pre-ignition Checklist – TLB
- Daily Construction Vehicle Pre-ignition Checklist – Truck
- Daily Construction Vehicle Pre-ignition Checklist – LDV
- Operators on Construction Vehicles and Mobile Plant Training and Fitness Register

***EQUIPMENT***

- Ladder Inspection Register
- Daily Stacking Inspection Register
- Daily Scaffold Inspection Register
- Daily Formwork Inspection Register

***TOOLS***

- Monthly Checklist on Hand Tools
- Monthly Checklist on Portable Electrical Equipment

***GENERAL***

- Monthly Environmental Checklist and Deviation
- Weekly Hygiene Facility Inspection Register – Mobile Ablutions and Eating areas
- Stacking & Storage inspection registers
- Housekeeping inspection registers

***FIRE***

- Fire Extinguishing Equipment Register
- Register of Trained Employees in Fire Fighting
- Fire Awareness Attendance Training Register

***EMERGENCY***

- First Aid Box and Equipment Checklist
- Register of Trained Employees in Basic First Aid
- First Aid Awareness Attendance Training Register
- Incident Register (Injury/ occupational disease record book (Recording and investigation of incidents)
- Motor Vehicle Accident Register

***TRAINING***

- Induction Training Attendance Registers
- Toolbox talks Training Attendance Registers
- Community Training Attendance Registers
- Fall protection plan training attendance register
- Risk assessment & Safe work procedure attendance register
- Emergency/evacuation Training attendance register

***PERMITS***

- Blasting
- Bulk fuel storage
- Lock-out Permits (Water and Electricity)
- Radiation equipment (troxler)

***INSPECTIONS***

- Daily Excavations Inspection Register with specific reference to barricading
- Safety officer internal audit - Monthly
- SHE Rep Inspection Register – Monthly checklist and deviations
- Minutes of Safety Committee Monthly meetings

**CS1. 44 Safe Work Procedures Required in Health and Safety File**

- Stacking of material
- Working with Portable electrical equipment
- Working with cement and concrete mixers
- Scaffolding activities
- Formwork activities
- Working at heights
- Working in inclement weather
- Excavating of trenches
- Steel fixing
- Use of Troxler
- Blasting
- Loading and transportation of material
- Transportation of workers
- Operation of construction vehicles
- Refuelling of Plant
- Use of hand tools
- Electrical installations
- Use of Ladders
- Public safety

- Ergonomics

**CS1. 45 Written Training Course Material to be filed in Health and Safety File and presented**

- Induction Training (Workplace awareness)
- Training of operators on Construction Vehicles and Mobile Plant
- First Aid Awareness
- Fire Fighting Awareness
- HIV/AIDS Training
- Toolbox talks on Hand Tools
- Toolbox talks on Stacking of material
- Toolbox talks on working at heights
- Toolbox talks on Maintaining Scaffolding
- Toolbox talks on Traffic management
- Toolbox talks on Driving company vehicles
- Toolbox talks on Working with cement and concrete mixers
- Toolbox talks on working with portable electrical equipment
- Toolbox talks on Excavating of trenches
- Toolbox talks on Machine Guarding
- Toolbox talks on Hand Tool Accidents
- Toolbox talks on Ten Commandments of Safety
- Toolbox talks on Fire prevention
- Toolbox talks on Ergonomics
- Toolbox talks on lifting materials by hand
- Toolbox talks on safe loading
- Toolbox talks on substance abuse
- Toolbox talks on public safety
- Toolbox talks on facilities and hygiene
- Toolbox talks on Environmental influences

**CS1. 46 Emergency Equipment to be kept on site but not limited to:**

First Aid Kits with splinters and the minimum required contents
Stretcher
Fire Extinguishers
Emergency Siren
Emergency contact details
Cell phone with airtime of at least R20

**CS1. 47 Personal Protective Clothing**

The Contractor shall provide the necessary personal protective clothing free of charge for its employees in hazardous areas, appropriate to the nature of the hazard. PPE must be maintained and kept in a good condition.
Proposed Personal Protective Equipment & Clothing required on this project but not limited to:

| | TYPE | WHEN TO WEAR |
|---|---|---|
| 1. | Hard Hats | When there is work carried above 2m from ground level or in deep excavations |
| 2. | PVC Gloves | Working with cement, steel |
| 3. | Reflective clothing | Working adjacent to public roads or in close proximity to construction vehicles |
| 4. | Safety Goggles | Grinding, Cutting Cement, mixing cement |
| 5. | Gumboots | Working in water, concrete casting |
| 6. | Safety shoes | Offloading, working with heavy loads, positioning of materials etc. |

| | | |
|---|---|---|
| 7. | Dust Masks | Working with HCS, windy conditions, cement |
| 8. | Ear protection | Grinding, compaction etc. |
| 9. | Safety harness | Working at heights |
| 10. | Life-line | Working at heights |
| 11. | Kidney belts | Plant operators |

**CS1. 48 Sub-Contractor Management**
**Contractor control**

PRINCIPAL CONTRACTOR shall enter into a Contractors Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all appointed contractors.

PRINCIPAL CONTRACTOR shall take reasonable steps as are necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.

This would include the following:

- to appoint each contractor contemplated in writing for the part of the project on a construction site;
- ensure that contractors comply to the directives of the PRINCIPAL CONTRACTOR health and safety plan;
- to stop any contractor from executing construction work, which is not in accordance with the health and safety plan, and or the client's health and safety specification;
- to ensure that where changes are brought about to the design and construction, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;
- to ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
- to ensure that potential sub-contractors have made provision for the cost of health and safety measures during the construction process;
- ensure that a comprehensive and updated list of all the contractors accountable to PRINCIPAL CONTRACTOR is maintained and that the section 37.2 agreements between the parties and the type of work being done are included and available;
- Ensure that the contractors to be used have the necessary competencies and resources to perform the construction work safely;
- Ensure that all other contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.
- As far as reasonably practicable, PRINCIPAL CONTRACTOR is to audit contractors at least once for the duration that the contractors are on site. Should the contractor be on site for longer than a month, then the audit must be conducted at least once every month.

**CS1. 49 Medical surveillance procedures**
All employees:
- Working at heights,
- Operators of plant/machinery,
- Exposed to noise,
- Exposed to cement and dust,
- General labour,
- Handling Hazardous Chemicals

Are to undergo pre-employment and exit medical assessments performed by a registered occupational medical practitioner.

**CS1. 50 Incident reporting**

**Reporting of accidents and incidents - OHSACT, Sec. 24 & GAR 8**

The Principal Contractor shall report all reportable incidents to the Dept. of Labour (in terms of the Act and Regulations) and shall provide the Client with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor shall provide the Client with copies of all internal and external accident / incident investigation reports including the reports contemplated above and below within 7 days of the incident occurring.

**CS1. 51 ACCIDENT AND INCIDENT INVESTIGATION - GAR 9**

The Principal Contractor / Contractor shall investigate all accidents / incidents where employees and non-employees were injured to the extent that he / she / they had to be referred for medical treatment by a doctor, hospital or clinic and results recorded on file.

The Principal Contractor / Contractor shall investigate all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keep a record of the results of such investigations including the steps taken to prevent similar incidents in future.

The Principal Contractor / Contractor shall investigate all road traffic accidents and keep a record of the results of such investigations including the steps taken to prevent similar accidents in future.

***The Client reserves the right to hold its own Investigation into any incident or call for an independent external investigation.***

**CS1. 52 Emergency preparedness, Contingency planning & response**

The Principal Contractor / Contractor shall appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor / Contractor shall conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she shall then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that the Client may have in place.

The Principal Contractor / Contractor shall hold regular practice drills of contingency plans and emergency procedures to test them and familiarize employees with them **(every 3 months).**

**CS1. 53 Security and access control**

The Principal Contractor / Contractor shall establish site access rules, implement and maintain these throughout the construction period. Access control procedure shall ensure that non-employees do not proceed on to work areas unaccompanied by a senior site responsible person or other.

Construction site shall be adequately hoarded (fenced) with temporary gate manned to prevent unauthorised access. Warning signage shall be displayed on all four sides of the construction site.

**CS1. 54 Public Safety**

The Principal Contractor / Contractor shall be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said

construction work as well as the precautionary measures to be observed to avoid or minimize these dangers. This includes:

- Non- employees entering the site for whatever reason;
- The surrounding community;
- Passers-by.

Appropriate signage shall be posted to this effect and all employees on site shall be instructed on ensuring that non-employees are protected at all times.

All non-employees entering the site shall receive induction into the hazards and risks and the control measures for these.

**All unattended excavations are to be backfilled, if not possible, they are to be adequately barricaded with PVC orange net of at least 1.2m high (NO DANGER TAPE)**

**CS1. 55 Audit, Reporting & Corrective actions**

**Monthly audit by the Client SHE agent**
Occupational Health and Safety Audits will be conducted monthly to comply with Construction Regulation 4(1) (*d*) to ensure that the Principal Contractor / Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

**Contractor's audits and inspections**
The Principal Contractor / Contractor shall conduct monthly internal audits to verify compliance with his own occupational health and safety management systems and procedures.

**CS1. 56 Consultations, Communication and Liaison**
All occupational health and safety liaison between the Client, the Principal Contractor, other Contractors, the Designer and other concerned parties shall be through the OH&S committee.
In addition to the above, communication may be directly to the Client or his appointed Agent, in writing, as and when the need arises.
Consultation with the workforce on OH&S matters shall be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.
The Principal Contractor / Contractor shall be responsible for the dissemination of all relevant OH&S information to other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her Agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

**CS1. 57 Record keeping**
The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by the Client, or the Department of Labour's Inspectors.

**CS1.58 COVID-19**

**CS1.58.1 Introduction:**
Construction sites operating during the Coronavirus (COVID-19) pandemic need to ensure they are protecting their workforce and minimising the risk of spread of infection. This includes an establishment if all employees are fit for works with no COVID-19 symptoms, considering how personnel travel to and from site and a range of other applicable matters to manage the spread of the virus on site on a daily basis.

These COVID-19 responds requirements form part of the project specific construction health and safety specification to introduce control measures on the construction site that is in line with the Government's recommendations on social distancing and ensure employers and employees make every effort to comply by adhering to the implementation good hygiene practises and constantly monitoring and reviewing the required control measure for the project. These requirements are applicable for all employers and employees working on site including the client, Consulting Engineers and all contractors.

The principal contractor should ensure the requirements are implemented, a COVID-19 site management plan must be developed by the principal contractor taking into consideration the requirements stipulated in this document under item 12 and the requirements stipulated under Disaster Management Act (57/2002): COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020. The COVID-19 site management plan should specify amongst other how the principal contractor intend to return to work consideration at this stage Government specified only one third of the workforce are allowed.
These COVID-19 site management plan are to be approved by the Consulting Engineers and the DEPARTMENT OF BASIC EDUCATION prior to work commencing on site. Principal Contractor will also be required to submit risk assessment together with a written policy concerning the protection of the

health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHSA. This police must notify Principal Contractor employees that if they are sick or have symptoms associated with the COVID-19 that they must not come to work and to be on self-isolation in terms of section 7 of Regulations issued in Terms of Section 27(2) of Disaster Management Act, 2002.

It must be noted matters relating to COVID-19 may change as and when Government introduce further requirement and adherence to all government requirements and Regulations during the times of this pandemic is crucially important.

**CS1.58.2 Definitions**

"COVID-19" means Coronavirus Disease 2019

"Self-isolation" means anyone who either has a high temperature or a new persistent cough or is within 14 days of the day when the first member of their household showed symptoms of Coronavirus (COVID-19) should not come to site but must follow the guidance on self-isolation.

"Social distancing" means Workers in the construction industry should follow the guidance on staying at home and away from others (social distancing). Where they cannot work from home, they must follow the same principles of social distancing while travelling to and from work and while at work.

"Person at increased risk" means anyone who is at increased risk of severe illness from Coronavirus (COVID-19) is strongly advised to work at home and should be particularly stringent about following social distancing measures.

"Living with a person in one of the above groups" means Anyone living with a person who is at increased risk of severe illness, or an extremely vulnerable person who is shielding from Coronavirus (COVID-19), should stringently follow the guidance on social distancing and minimise contact outside the home.

"If someone falls ill" means If a worker develops a high temperature or a persistent cough while at work, they should:

- Ensure their manager or supervisor is informed. Employer is responsible to take the employee to the Doctor.
- Employer to investigate possible other contacts, implement isolation measure and ensure those employees are taken for medical examination.
- Avoid touching anything
- Cough or sneeze into a tissue and put it in a bin, or if they do not have tissues, cough and sneeze into the crook of their elbow.

They must then follow the guidance on self-isolation and not return to work until their period of self-isolation has been completed and declared clear to work my medical professional.

**CS1.58.3 Travel to work:**

Principal Contractor is required to provide a safe transportation of its employees to and from the work place. Strict instructions to be given to the responsible driver not to give rides to any other person than the principal contractor Employees

All employees must wear appropriate face Cloth mask

- Hands to be sanitized before entering the transport and when journey ends.
- Employer must ensure that records of all his employees travelling with the transport are kept and no changing in travelling team for traceability should any of them test positive.
- Journeys should be shared with the same individuals and with the minimum number of people at any one time as prescribed by the Regulations.
- Good ventilation (i.e. keeping the windows open) and facing away from each other may help to reduce the risk of transmission
- The vehicle should be cleaned regularly using gloves and standard cleaning products, with particular emphasis on handles and other areas where passengers may touch surfaces
- Social distancing should be practice all time during transportation.

**CS1.58.4 Appropriate Personal Protective Equipment:**

The principal contractor must ensure that:

- All his employees are provided with a correct PPE that meet all the requirements prescribed by minister of Health, this include but Face Cloth Masks, surgical Gloves, Facial shields/ Safety Glasses.
- Provide each employee with hand sanitizers, soap and clean water to wash their hands and disinfectants to sanitize their workstations.
- All employees will be required to sanitize or wash hand at the entry and exit point of the site.
- Employer is responsible to issue the appropriate PPE as per the job description to each employee.
- No employees are allowed to share any of their PPE.
- Employers should consider locations of works to be performed strategically and arrange for specific work intervals.
- PPE must be worn at all times on site.
- PPE such as face masks is required by all employees or member entering the site, the said masks are to be worn on site.
  - Masks should fit properly, completely covering the face from bridge of nose to chin.
  - Always clean hands before putting on of removing face masks.
  - Only touch the cord or elastic at the back when removing the masks.

**CS1.58.5 Site access and exit points:**

- Access to site must be managed at all times.
- Site access and exit points should enable social distancing and screening of all workers must be done daily before entering and when leaving site. Please refer to questionnaire included in this plan.
- Screening Methods
  - Visual assessment-Prior to entering the site gate, employers should conduct a visual assessment verifying and checking symptoms of the virus. If symptoms are evident go ahead to conduct infrared temperature testing
  - The average normal body temperature is generally accepted as (37°C).
  - The infrared beam sensor is placed approximately 0 - 5 cm's from the persons forehead, the thermometer will beep twice if within range. The thermometer will record the temperature and light green, displaying the temperature of the person.
  - At no stage must the infrared beam be directed to the eyes of the employees, as there is a risk of injury and damage to the eyes.
  - Any person displaying a temperature between 37.1°C and 37.9°C will be isolated and place either next to the Security Guardhouse or in his/her vehicle until second temperature testing is done.
  - The person's temperature will be taken again after 15 min. If the temperature has increased the person will be required to leave, access to site will be denied.
  - If the person's temperature has decreased to an acceptable/normal level, access will be granted.
  - Any person with a temperature of 37.5°C or above will be denied access and will be required to leave immediately and be advised to visit a Doctor;
- All cases where persons were denied access a detailed register kept on site of the date, name of contractor, name of employee, contact number.
- The screening table must be made of a washable surface that can easily be disinfected– no linen is to be used to cover the table.
- Face Shields and masks will be made available to screening personnel.

- All required items to operate safely must be available at the screening desk, these includes, hand sanitizers, pens for filling in registers and a bucket filled with 1000 ppm hypochlorite solution to soak pencils, employee/visitor's questionnaire for screening and determination of symptoms, Perspex sheet separating screening. Should employees or visitors fail the questionnaire to be completed they should not be allowed to enter site.
- A site access control attendance register must be complete, it is recommended that lists of various company employees be kept at security to tick off the attendance as and when entering site.
- Allow plenty of space between people waiting to enter site.

Use signage:

- Such as floor markings, to ensure 2 metre distance is maintained between people when queuing
- Reminding workers not to attend if they have symptoms of Coronavirus (COVID-19) and to follow guidelines
- Require all workers to wash their hands for 20- 40 seconds using soap and water when entering and leaving the site
- Regularly clean common contact surfaces in reception, office, access control and delivery areas e.g. scanners,
- Telephone handsets and desks, particularly during peak flow times
- Reduce the number of people in attendance at site inductions and consider holding them outdoors
- Where loading and offloading arrangements on site will allow it, drivers should remain in their vehicles. Where drivers are required to exit their vehicle, they should wash or sanitise their hands before handling any materials
- Consider arrangements for monitoring compliance on site by principal contractor.

**CS1.58.6 Washing hands**

The principal contractor must:

- Allow regular breaks to wash hands. Breaks should be divided between employee groups.
- Provide additional hand washing facilities (e.g. pop ups) to the usual welfare facilities.
- Ensure adequate supplies of soap and fresh water are readily available and kept topped up at all times.
- Provide hand sanitizer (minimum 70% alcohol based) where hand washing facilities are unavailable.
- Regularly clean the hand washing facilities on site.
- Provide suitable and sufficient bins with to dispose hand paper towels.

**CS1.58.7 Toilet facilities**

- Restrict the number of people using toilet facilities at any one time.
- Use signage, such as floor markings, to ensure 2 metre distance is maintained between people when queuing
- Wash or sanitise hands before and after using the facilities
- Enhance the cleaning regimes for toilet facilities, particularly door handles, locks and the toilet flush
- Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently
- Provide suitable and sufficient rubbish bins with lids for hand paper towels with regular removal and disposal.

**CS1.58.8 Eating areas:**

- Where possible, workers should be encouraged to bring their own food. They should also be required to stay on site once they have entered it and avoid using local shops.
- Consider increasing the number or size of facilities available on site if possible.
- The capacity of each eating area should be clearly identified at the entry to each facility, and where necessary attendants provided to supervise compliance with social distancing measures.
- Break times should be staggered to reduce congestion and contact at all times. Employees should not all be taking at the same time. The principal contractor should specify different intervals for breaks and ensure limited number of employees is specified as well.
- Drinking water should be provided with enhanced cleaning measures of the tap mechanism introduced
- Frequently clean surfaces that are touched regularly, using standard cleaning products e.g. kettles, refrigerators, microwaves
- Hand cleaning facilities or hand sanitizer should be available at the entrance to any room where people eat.
- A distance of 2 metres should be maintained between users, wherever possible
- All rubbish should be put straight in the bin and not left for someone else to clear up.
- Tables should be cleaned between each use

**CS1.58.9 Changing Facilities:**

- Consider increasing the number or size of facilities available on site if possible.
- Based on the size of each facility, determine how many people can use it at any one time to maintain a distance.
- Restrict the number of people using these facilities at any one time.
- Introduce staggered start and finish times to reduce congestion and contact at all times.
- Introduce enhanced cleaning of all facilities throughout the day and at the end of each day.
- Provide suitable and sufficient rubbish bins in these areas with regular removal and disposal.

**CS1.58.10 Cleaning:**

- Enhanced cleaning procedures should be in place across the site, particularly in communal areas and the contractors should ensure a dedicated employee is assigned to perform the activity on site and be issued with the correct PPE.
  - Taps and washing facilities
  - Toilet flush and seats
  - Door handles and push plates
  - Hand rails on staircases and corridors
  - Lift and hoist controls
  - Machinery and equipment controls
  - All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices.
  - Telephone equipment
  - Key boards, photocopiers and other office equipment
  - Rubbish collection and storage points should be increased and emptied regularly throughout and at the end.

**CS1.58.11 Emergency responds:**

The primary responsibility is to preserve life and first aid should be administered if required and until the emergency services attend.

- When planning site activities, the provision of adequate first aid resources must be agreed.

- Provision for fast track emergency service providers must be agreed.
- Emergency plans including contact details should be kept up to date.
- Consideration must also be given to potential delays in emergency services response, due to the current pressure on resources.
- Consider preventing or rescheduling high-risk work or providing additional competent first aid or trauma resources.

**CS1.58.12 COVID-19 Waste Management**

- All waste generated in respect to COVID-19, shall be managed as isolation health care risk waste.
- It is preferable to use box sets/waste bin for all COVID-19 response waste generated.
- When the box set is ¾ full it should be closed with a bio hazardous waste tape and placed in designated storage area.
  - The waste handler is required to be dressed in proper PPE before moving waste to the storage area.
  - The Waste handler must ensure that the person designated to oversee waste collection informs the service provider of the COVID- 19 waste that should be removed from the facility.
  - The designated person must ensure that a separate collection of COVID-19 waste is done by the service provider, the designated vehicle complies with waste legislations and proper PPE is worn by the service provider.
  - The designated person must ensure that all waste containers containing COVID-19 waste are properly sealed and no spillages occur during external removal.

**CS1.58.13 Addressing stress, Psychological Risk, Violence and Harassment**

The Principal Contractor is encouraged to consider other COVID-19 risk factors: Remember, employees are your company's assets.
During this pandemic your employees could be subjected to increased stress levels with serious effects of mental health (mandatory isolation at home is imposed).
Further to this, employees can be affected by the psychosocial hazard arising from present and future uncertainty of the work situation or from changes in work processes and arrangements.

There are a number of risk factors endured by many workers that can induce stress, these include:

- fear for one's own well-being or that of family member / co-workers who might contract the disease
- lack of safety equipment for personal protection;
- lack of social support or social networks;
- tension between established safety protocols
- difficult I maintaining self-care activities such as exercises, good eating habits and getting enough rests
- Employees may be labelled, stereotyped, discriminated against (social stigma) and/or experience loos of status perceived link with a disease.
- Occupational health and safety measures must be implemented to prevent and reduce psychosocial risks, including violence and harassment, and promote mental health and well-being (in addition to preventing the risk of long-term repercussions on workers wellbeing)
- A plan in the addressing the aforesaid must be developed and implemented to prevent work-related stress amongst workers: The plan must be constant updated with reliable information: It is not limited to the below:
- Good communication and up to date information
- Avenue for workers to express concerns and ask questions about health risks to themselves and colleagues

- Multidisciplinary sessions to identify concerns, wellbeing of staff and to work together on strategies to resolve
- problems
- Regular rest periods during work day)
- Opportunities to promote physical health (exercises, maintain healthy eating habits)
- Psychological support for workers share fears and worries confidentially
- Role modelling where managers are role models for staff
- Campaigns to reduce stigma

**CS1.58.14 Screening Questionnaire**

- The principal contractor should ensure a suitable screening questionnaire be developed for used on site.
- Screening should be conducted prior to entering site and well as when leaving site.
- The checklist should include the following but is not limited to:
  - Name of employee
  - Contact number of employees
  - Names of employers
  - Date of screening
  - Body temperature recorded
  - Respiratory symptoms (Yes or No)
  - Pre-entry screening
  - Access granted (yes or No)
  - Exit site screening
  - Have you traveling/ have you recently travelled to a restricted country / Have you recently travelled outside the province/ have you travelled to areas regarded as COVID-19 Epicentre?
  - Have you attended a funeral or any mass gathering?
  - Have you come into close contact or confirmed covid19 cases?
  - Person screening
  - Do you have Flu Symptoms?
- Screening records of all employees must be kept on site.
- Should the site experience any positive cases, the principal contractor should inform the Consulting Engineers and the DEPARTMENT OF BASIC EDUCATION within 24hrs via email.
-

**CS1.58.15 Medical Surveillances**

- Principal contractor to ensure that all medical surveillance renewal, new entry medicals, exit medical should include COVID-19 Symptoms Screening by OHS Doctor / OHS Nurse Practitioner, employee suspected to have symptoms or at the risk of COVID-19 shall be sent for COVID-19 testing and be asked to self-Isolate at home until his/her test are confirmed. Should an employee test positive for COVID-19, and if there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020

**CS1.58.16 Social distancing measures**

- Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half meters

- Metres between workers while they are working. Reducing the number of workers present in the workplace at any time
- Appointed Site Manager & the CHS Officer must ensure that Construction Activities are arranged at least one and a half metres apart.
- All shared construction Site offices must be arranged; physical barriers can be placed between work stations or Maintain 1 m distance.

**CS1.58.17 Reporting of COVID-19 Cases**

- Appointed Principal Contractor is required to immediately inform DEPARTMENT OF BASIC EDUCATION should one of its employee's experience any of the COVID-19 symptoms while at work.
- Principal Contractor is also required to immediately contact the COVID-19 hotline: 0800 02 9999 for instruction and direct the employee to act in accordance with those instructions.
- If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work if the worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID-19.

**CS1.58.18 COVID-19 Requirements to be meet by DEPARTMENT OF BASIC EDUCATION Service Providers**

Before commencement of any work under current lock down level all DEPARTMENT OF BASIC EDUCATION service provider will be required to;

- Principal Contractor will be required to appoint a designate a COVID -19 compliance officer who will be responsible to oversee the implementation of COVID-19 rules at the work place.
- All DEPARTMENT OF BASIC EDUCATION appointed service provider this include professional team should adherence to the standards of hygiene and health protocols relating to COVID-19 at all DEPARTMENT OF BASIC EDUCATION Project.
- All DEPARTMENT OF BASIC EDUCATION appointed Contractors develop a plan for the phased in return of their employees to the workplace, prior to reopening the workplace for business, which plan must correspond with Annexure E of Amended Disaster Management Act and be submitted to DEPARTMENT OF BASIC EDUCATION for approval, be retained for inspection and contain the following information:
- which employees are permitted to work;
- (ii) what the plans for the phased-in return of their employees to the workplace are;
- (iii) what health protocols are in place to protect employees from COVID-19; and
- (iv) the details of the COVID-19 compliance officer:
- Contractors with large numbers of employees to ensure phase in the return of their employees to work
- DEPARTMENT OF BASIC EDUCATION Contractors are required to develop measures to ensure that the workplace meets the standards of health protocols,
- Contractors in all the projects that are accessed by the public should ensure adequate space for employees and social distancing measures for the public and service providers, as required.

**CS1.58.19 Waste management for COVID-19 waste**

- Contractor will be required to ensure that waste is managed and separated on site. Face Mask waste, Gloves and paper towel used to wipe hands and toilet paper used for sneezing or blowing nose to be disposed in a medical waste bin. Principal Contractor will be required to make

arrangements for medical waste bins for its employees and all medical waste to be disposed accordingly. A detailed medical waste plan which includes (managing medical/COVIDID-19 related waste on site, removal and transportation of medical/COVIDID-19 related waste and disposal of medical/COVIDID-19 related waste with disposal proof or certificate from disposal medical waste site) is required.

**CS1.58.20 Employees induction, training, communications**

- Employer will be required to give induction to his/her employees upon returning to site. Induction syllabus to included Employers plan on how are they going to manage COVID-19 on site. Employer should train employees on daily before

**CS1. 59 Close-out**

Upon completion of the Works (at zero man hours), the Contractor shall hand over a consolidated Health and Safety file (Hard & Soft copy) to the Client SHE agent.

**Health and Safety close out SHE file requirements include:**

a) Client H&S Specification
b) Principal Contractor's OHS Plan(s)
c) Organograms
d) Legal Appointments
e) Notification to Department of Labour of commencement of work
f) Letters of Good Standing for the Project
g) Full files for all Contractors as well as their close out reports
- List of Contractors
- Letters of Approval of Contractors
- Mandatory Agreements
- Letters of Good Standing
- Appointments
h) Incident Records
i) Non- Conformance records
j) Agent's Audits
k) Method Statements
l) Risk assessments
m) Safe work procedures
n) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended.
o) All drawings for temporary structures (suspended beams/scaffolds etc.)
p) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

**CS1.60 Penalty Enforcement**

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

The list of offences that attract penalties and how much it would cost per offence is listed on the below table and such fines will be deducted from the contractors' payment certificate.

Note: In the event whereby the contractor has completed construction work and there are still outstanding critical non-conformances, the Employer reserves the right not to release an amount of not less than 5% of the final payment certificate or retention amount.

## LIST OF OFFENCES AND PENALTIES

| NON-CONFORMANCES | FIRST TRANSGRESSION | SECOND TRANSGRESSION |
|---|---|---|
| 1. Expired Letter of goodstanding | Written warning | R 5000 or Site closure |
| 2. Notification of Construction work | Written warning | R 500 |
| 3. Mandatory agreement | Written warning | R 500 |
| 4. Accident/incident management | Written warning | R 2000 – R 10000/Site closure |
| 5. Pollution | Written warning | R 500 – R 5000 |
| 6. Inspections | Written warning | R 50 per item |
| 7. Appointments & Competence | Written warning | R 50 per appointment |
| 8. Risk assessment & safe work procedure | Written warning | R 200 per activity |
| 9. Training (induction, toolbox talks etc.) | Written warning | R 50 per employee |
| 10. PPE | Written warning | R 50 per employee |
| 11. Unsafely working at heights | Written warning/Halt activity | R 500 – R 5000 |
| 12. Pre-employment Medicals | Written warning | R 100 per employee |
| 13. Faulty/sub-standard tool | Written warning | R 50 per tool |
| **14. Unsafe use & storage of Troxler** | **Site closure** | **Site closure + minimum of R10 000** |
| **15. Blasting (permits/notification)** | **Halt operation** | **Minimum of R5 000** |
| 16. Exit medicals | Written warning | R 250 per employee |
| 16. File consolidation/ close out report | Written warning | 5% of retention |

# C3.3: CONTRACTORS REPORT

## PART: 1

### CONTRACTOR MONTHLY REPORT

**Project No: …….** **Project Name……**

**Contract No: ……**

**Contractor Name: ……**

**Claim No: ……** **For Period Ending: ……**

**Date of Report: …….**

The Contractors Monthly Report comprises an integral part of the Contractors Payment Claim and processing of the payment claim is not permitted without this report also being submitted i.e.
"**NO REPORT – NO PAYMENT".**

**Attachments:**

Part 2 Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project
Part 3 Weekly Task Wage Register
Part 4 Local Labour Schedule

## OVERALL PROJECT WORKER SCHEDULE (local labourers only) Contract No: …… PART 2

Project No. ……. Project Name: …….
Month of Report: ……. Sheet: ……. of …….

Names of all **Local Workers** employed **at any time on the project** are to be entered in the table below irrespective of how long they worked on the project.

| No. | Name of Local Labourer | Identity Number | Month Worker Started | Age | Tick if Yes | | | | | | | | | **Place a tick in the box which corresponds to the Gender and** Age of the Worker | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | Women | | Men | | |
| | | | | | Female Head of Household with Dependants | Disabled | Labourer | Semi-Skilled | Skilled | Supervisor | Clerical | Managerial | Professional | Over 35 yrs 2A | 35 yrs & under 2B | Over 35 yrs 2C | 35 yrs & under 2D | |
| | | | | | | | | | | | | | | | | | | |
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| **Totals for this sheet** | | | | | | | | | | | | | | | | | | |
| **Totals from previous sheet** | | | | | | | | | | | | | | | | | | Total No. of workers Employed on the Project |
| **Totals carried forward** | | | | | | | | | | | | | | | | | | |
| | | | | | (A) | (B) | (C) | (D) | (E) | (F) | (G) | (H) | (I) | (J) | (K) | (L) | (M) | (N) = (J+K+L) |

Completed by: Name: …… Signature…… Capacity …… Date…..……...

## **WEEKLY TASK WAGE REGISTER (local labourers only)** Contract No: …… **PART 3**

Project No. …… Project Name: …… Week Ending: …… Sheet. of ….

| **Entries in this portion to be completed by Foreman** | | | | | | | | | **Entries in this portion to be Completed by Contractor** | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Name of local worker | Day Tasks Worked | | | | | | | Payment | | | | |
| | | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Total DAY TASKS worked this week | Rate per DAY TASK | Total Payment due to Worker | Workers signature on receipt of Payment | Date Payment Received by Worker |
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Completed by: Name: …… Signature: …… Capacity: …… Date: ……

# LOCAL LABOUR AND MATERIAL SCHEDULE PART 4

**Contract No: …….** **Date of Report: ……..**

**Project No: …….** **Project Name: ……**

**Claim No: …….** **For Period Ending: …….**

**Contractor Name: ……..……**

## 1. Summary of Day Tasks worked and Amount Spent on Local Labour this month

| Week No. | Week Ending | Total Day Tasks / Person Days Worked | Total Amount Paid |
|---|---|---|---|
| | | (Total of (A) from Form 4 for each week) | (Total of (B) from Form 4 for each week) |
| 1 | | | R |
| 2 | | | R |
| 3 | | | R |
| 4 | | | R |
| 5 | | | R |
| 6 | | | R |
| 7 | | | R |
| 8 | | | R |
| 9 | | | R |
| **Total** | | | **R** |

Transfer to 2 in table below

## 2. Summary of Amount Spent on Local Labour to date

| | |
|---|---|
| **1. Previous Amount Spent on Local Labour (From previous claim)** | **R** |
| **2. Amount Spent on Local Labour this month** (From **Total** above) | **R** |
| **3. Total Amount Spent on Local Labour to date (3)=(1+2)** | **R** |

## 3. Local Labour Schedule

| Summary of Local Labour Employed<br>Columns refer to Columns in Part 2 | No. of local workers who worked on the project to date (From Part 2) | **% of Total** |
|---|---|---|
| 1. Total No. of **individual local workers** who have worked on the Project (Column N) | | 100% |
| 10. How many of the Total No. are **local youth** (35 yrs and under) (Column B & D) | | |
| 11. How many of the Total No. are **local women** (Column A + B) | | |

## 4. Summary of Amount Spent on Material to Date (Cumulative)

| Item | This Month | Total to date |
|---|---|---|
| 1. Material from Local Municipality | | |
| 2. Material from Local District Municipality | | |
| 3. Material from Outside the EASTERN CAPE PROVINCE | | |
| 4. Material from other areas within the EASTERN CAPE PROVINCE | | |
| Total Material | | |
| Total material as percentage of contractor expenditure | | |
| Total as percentage of contractor budget | | |

### 5. Training of Local Workers

| Category of training | Name of course | No. trained | Days trained | Comments on progress |
|---|---|---|---|---|
| (a) Technical training for implementation | Bricklaying Carpentry | | | |
| | Plumbing | | | |
| | Fencing | | | |
| | Plastering | | | |
| | Painting | | | |
| | House Building | | | |
| | Handyman | | | |
| | Electrical | | | |
| (b) Institutional training for local management beyond construction | | | | |
| (c ) Technical training for OMM | | | | |
| (d) Institutional training for implementation | | | | |
| (e) HIV/ Aids etc. | | | | |
| Other – Please specify | | | | |
| **Total** | | | | |

**Completed by: …… …..…… ….…….……..**

Name Signature Capacity Date

# C3.4: SCHEDULE OF CERTIFICATES OF COMPLIANCE REQUIRED

- Soil Poisoning C.o.C
- Glazing C.o.C
- Roof Sheeting C.o.C
- Paint C.o.C
- Plumbing C.o.C
- Compaction results
- Cube testing results
- Truss manufacturers C.o.C
- Truss installation and Tie down COC
- Health and Safety File
- Labour File

# Part C4: SITE INFORMATION

# C.4 : SITE INFORMATION

| Project Title: | CONSTRUCTION OF SANITATION INFRASTRUCTURE AT SCHOOLS IN EASTERN CAPE PROVINCE |
|---|---|

**GENERAL**

**4.1 List of schools**

List of the respective schools are as follows:

| NatEmis | Official_Institution_Name | DMunName | LMunName | GIS_Lat | GIS_Long |
|---|---|---|---|---|---|
| 200400550 | MCHATU PRIMARY SCHOOL | OR Tambo | Mhlontlo Local Municipality | -31.3914 | 28.83565 |
| 200400348 | LABRY PRIMARY SCHOOL | OR Tambo | Mhlontlo Local Municipality | -31.3454 | 28.76936 |
| 200400729 | ZANEBANDLA PRIMARY SCHOOL | OR Tambo | Mhlontlo Local Municipality | -31.1898 | 28.70029 |

**4.2 Condition of access road/s during assessment**

Mchatu Primary School is just off the N2 with short gravel access road to the school.
Labry Primary School and Zanebandla Primary School are around the Tsolo area with gravel access roads that are in a fair condition.

**4.3 Underground Services**

Unknown responsibility of Contractor.

**4.4 Availability of Services**

No services are available for Contractor. Contractor to make own arrangement and not use services of the school.

**4.5 Environmental Issues**

Contractors to be compliant to Environmental Management Act.

**4.6 Adjacent Buildings**

There are adjacent buildings to affect construction work hence need for adequate protection of the site and works.

## 4.7 Available Geotechnical Information

The preliminary geotechnical investigation indicates the conditions on site are as follow:

| Cluster | School Name | Excavatio Depth | Shallow Bedrc (Yes/No) | Pedogenic Soils | Groundwater Seepage(Yes/No) | Excavation Classification | | Pit Construction |
|---|---|---|---|---|---|---|---|---|
| | | | | | | 0.00 - 1.50 (logs) | 1.50-2.50 (DCP | |
| 2 | LABRY PRIMARY SCHOOL 200400348 | 1.10 | No | No | No | Soft to intermediate | Intermediate to hard | Sealed |
| | | 1.30 | No | No | No | Soft to intermediate | Intermediate to hard | |
| | | 0.70 | Yes | No | No | Soft to intermediate | Intermediate to hard | |
| 2 | MCHATU PRIMARY SCHOOL 200400550 | 1.20 | Yes | No - ferruginoused nodules schattered within the horizon | No | Soft | Intermediate to hard | Sealed |
| | | 1.10 | Yes | No - ferruginoused nodules schattered within the horizon | No | Soft | Intermediate to hard | |
| | | 1.20 | Yes | No - ferruginoused nodules schattered within the horizon | No | Soft | Intermediate to hard | |
| 2 | ZANEBANDLA PRIMARY SCHOOL 200400729 | 0.60 | Yes | No | No | Soft to intermediate | Intermediate to hard | Sealed |
| | | 0.60 | Yes | No | No | Soft to intermediate | Intermediate to hard | |
| | | 1.10 | Yes | No | No | Soft to intermediate | Intermediate to hard | |

## 4.8 Available facilities for Contractors offices and Storage Facilities

No facilities are available for Contractor. Contractor to make own arrangement and not use the school classrooms or buildings. Use of these facilities will not be regarded as part of site establishment.

# C4.2: DRAWINGS

## LIST OF DRAWINGS

| DESCRIPTION |
| --- |
| Site development plans |
| Tender drawings |