



**drdar**

Department:  
Rural Development & Agrarian Reform  
PROVINCE OF THE EASTERN CAPE

**BID FOR THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT**

**LOCATION: EGG ROCK, CRADOCK**

**SCMU8-23/24-0033**

<b>Deputy Director: Supply Chain Management</b> <b>DEPARTMENT OF RURAL DEVELOPMENT &amp; AGRARIAN REFORM</b> Chris Hani District Private Bag X7187 Komani, 5320  Contact: Name: Ms. N. Mquqwana Telephone: 045 807 7000/ 073 434 6177	<b>Directorate: Engineering Services</b> <b>Chief Engineer</b> <b>DEPARTMENT OF RURAL DEVELOPMENT &amp; AGRARIAN REFORM</b> Chris Hani District Private Bag X7187 Komani, 5320  Contact: Name: DCJ de Villiers Telephone: 045 807 8003/083 294 4381
<b>Tenderer</b> ..... .....	
<b>CSD Number:</b> .....	
<b>LOGIS Number:</b> .....	
<b>Preference Points Claimed:</b> .....	
<b>Closing date on tender:</b> <b>19 MAY 2023</b> <b>at 11:00</b>	
<b>Total of the prices inclusive of applicable taxes: R</b> .....	

# The Tender

**EASTERN CAPE PROVINCIAL GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT  
EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS  
HANI DISTRICT**

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# **PART T1: TENDERING PROCEDURES**

**EASTERN CAPE PROVINCIAL GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT  
EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI  
DISTRICT.**

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

1.	<p>The Department of Rural Development and Agrarian Reform, Eastern Cape Provincial Government, invites tenders for THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT.</p> <p>This contract entails the Construction Multi-purpose shed structure. Multi-purpose shed with shearing equipment and toilet facilities.</p> <p><b><u>Multi-purpose Shed:</u></b></p> <ul style="list-style-type: none"> <li>• 12m x 18m x 3.6m Portal frame structure;</li> <li>• 0.5mm IBR Cladding;</li> <li>• Concrete block wall built up to 900mm high;</li> <li>• 2 x 2m sliding doors on gable ends;</li> <li>• Galvanised gutters.</li> </ul> <p><b><u>Toilet facilities:</u></b></p> <ul style="list-style-type: none"> <li>• Built of burnt clay bricks;</li> <li>• 0.5mm Galvanized IBR Chromadek sheeting for roof.</li> </ul> <p><b><u>Perimeter Fencing:</u></b></p> <ul style="list-style-type: none"> <li>• 1.2m Vermin proof fence;</li> <li>• Single leave farm gate of 3.6m wide;</li> <li>• All posts and poles to be timber.</li> </ul> <p><b><u>Shearing Equipment</u></b></p> <p>Time of completion for this contract is <b>4 Months</b></p>
2.	<p>All tenderers must submit proof of valid registration with the CIDB in a <b>GB class</b> of construction works: It is estimated that tenderers must have a cidb designation of level <b>3 GB</b> or higher. Bidders exceeding their threshold of CIDB grading by more than <b>15%</b> in combination with any other contract awarded to the contractor, which will be executed simultaneously, could be regarded as non-responsive.</p>
3.	<p>Tender documents will be available during working hours after <b>08:00</b> as of <b>21 April 2023</b> until the day before the tenders close and can be downloaded free of charge from the Departmental website (<a href="http://www.drdar.gov.za">www.drdar.gov.za</a>) or <a href="https://etenders.treasury.gov.za/">https://etenders.treasury.gov.za/</a>.</p>
4.	<p>A compulsory site inspection and clarification meeting will be held on <b>11 May 2023 at 11:00 at Cradock Agricultural Offices, Corner Frere and Albert Street, Cradock</b>. After the Clarification meeting the prospective tenderers will be taken to the site to familiarize themselves with the conditions of the roads and site. No documents will be sold at the site inspection meeting. No late attendance will be entertained.</p>
5.	<p>The completed tender document and any supporting documentation shall be placed in a single sealed envelope clearly marked <b>“CONTRACT NO: SCMU8-23/24-0033: THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT.”</b> and deposited in the tender box at:</p>

	<p><b>THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM, Block H, Bathandwa Ndondo Office Park, Komani, 5319, SCM OFFICES</b> not later than <b>11:00 on 19 May 2023</b> when the tender box will close.</p> <p>Tenderers should ensure that tender documents are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration.</p>																								
6.	<b>Tenders will be opened in public immediately after closing time where the name of the tenderer, the financial offer, preference points claimed and proposed period for completion will be read out loud.</b>																								
7.	<b>All submitted certificates must be valid for 90 days after the Tender Closing Date.</b>																								
8.	In terms of Preferential Procurement Regulation of 2022 the 80/20 preference point system is applicable.																								
9.	<p>The Department is targeting specific goals in accordance to the Supply Chain Management Policy 2023 with reference to the Preferential Procurement Regulations 2022 The tenderers must submit verification documentation in proof of the preferential points claimed on SDB 6.1, according to table below:</p> <table><tr><th>No</th><th>Specific Goals</th><th>Preference Points allocated out of the 20</th><th>Documentation to be submitted by bidders to validate their claim for points</th></tr><tr><td>1</td><td>An EME or QSE which is at least 51% owned by black people</td><td>5</td><td><ul style="list-style-type: none"><li>ID Copy</li><li>CIPC (Company registration)</li><li>CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)</li></ul></td></tr><tr><td>2</td><td>Located in the Province where the services will be rendered / item delivered.</td><td>2</td><td><ul style="list-style-type: none"><li>Municipal rates account OR</li><li>Letter from councilor confirming residence OR</li><li>Lease Agreement</li></ul></td></tr><tr><td>3</td><td>An EME or QSE which is at least 51% owned by women</td><td>7</td><td><ul style="list-style-type: none"><li>ID Copy</li><li>CIPC (Company registration)</li><li>CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)</li></ul></td></tr><tr><td>4</td><td>An EME or QSE which is at least 51% owned by youth (up to 35 years of age)</td><td>4</td><td><ul style="list-style-type: none"><li>ID Copy</li><li>CIPC (Company registration)</li><li>CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)</li></ul></td></tr><tr><td>5</td><td>An EME or QSE which is at least 51% owned by people with disability</td><td>2</td><td><ul style="list-style-type: none"><li>ID Copy</li><li>CIPC (Company registration)</li><li>CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)</li><li>Medical certificate</li><li>SASSA registration or confirmation of disability from a relevant authority.</li></ul></td></tr></table> <p>A trust, consortium or joint venture must obtain and submit documented proof for each party of such trust, consortium or joint venture.</p>	No	Specific Goals	Preference Points allocated out of the 20	Documentation to be submitted by bidders to validate their claim for points	1	An EME or QSE which is at least 51% owned by black people	5	<ul style="list-style-type: none"><li>ID Copy</li><li>CIPC (Company registration)</li><li>CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)</li></ul>	2	Located in the Province where the services will be rendered / item delivered.	2	<ul style="list-style-type: none"><li>Municipal rates account OR</li><li>Letter from councilor confirming residence OR</li><li>Lease Agreement</li></ul>	3	An EME or QSE which is at least 51% owned by women	7	<ul style="list-style-type: none"><li>ID Copy</li><li>CIPC (Company registration)</li><li>CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)</li></ul>	4	An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	4	<ul style="list-style-type: none"><li>ID Copy</li><li>CIPC (Company registration)</li><li>CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)</li></ul>	5	An EME or QSE which is at least 51% owned by people with disability	2	<ul style="list-style-type: none"><li>ID Copy</li><li>CIPC (Company registration)</li><li>CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)</li><li>Medical certificate</li><li>SASSA registration or confirmation of disability from a relevant authority.</li></ul>
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10.	<p>All tenderers must be registered on the National Treasury Centralized Suppliers Data Base, the CIDB before the closing date of tenders and provide the information.</p> <p><b><u>Invalid or non-submission of the following documents will render the Bidder disqualified:</u></b></p> <p>➤ <b><u>Tax compliance status and company directors of bidders will be verified on CSD for all price quotations and bids. Therefore, Hard copies of Tax Certificate are no more required.</u></b></p>																								

	<ul style="list-style-type: none"> <li>➤ <b>CK documents must be attached in the bid.</b></li> <li>➤ <b>Copy of CIDB contractor grading certificate</b></li> <li>➤ <b>JV Agreement (if Applicable)</b></li> <li>➤ <b>Proof of CSD registration (active &amp; recently updated)</b></li> </ul>
11.	Part of the works cannot be sub contracted without prior approval from the Engineer.
12.	The tender with the lowest price or any tender offer will not necessarily be accepted.
13.	<b>For a project to the value of R 3.0 million and more, a Bidder/Contractor who is not from the Eastern Cape Province, must sub-contract 25% of the contract value to a Bidder/Contractor within the Eastern Cape Province.</b>
14.	All tenders must be submitted on the official forms – (not to be re-typed). Telephonic, telegraphic, e-mail or facsimile will not be accepted.
15.	Failure to supply all supplementary information, certificates and documentation may result in the tender being rendered non-responsive.
16.	This tender is subject to the General Conditions of Contract (GCC 2015) and, if applicable, any other Special Conditions of Contract (SCC).
17.	<p>Bidders must submit in terms of point 15 above, the following with the bid submission:</p> <ul style="list-style-type: none"> <li>i) CIDB certificate of the subcontractor(s).</li> <li>ii) Proof of the CSD registration of the subcontractor(s).</li> <li>iii) Provide details of which items in the bill of quantities will be part of the subcontracting agreement.</li> </ul>
18.	<b>NB: Bidders should note that this forms part of a batch of tenders included into the DRDAR infrastructure program within the Eastern Cape; the employer reserves the right not to award more than TWO projects to be executed simultaneously within the province. The department as a procuring entity will conduct a risk assessment based on amounts and nature of the commodity for the final decision vs the bidder's capacity.</b>
19.	<p>Administrative enquiries should be directed to:</p> <p>Ms. K Mbuqwa  Tel: 045 807 7016/ 083 382 9352  Email: <a href="mailto:khutala.mbuqwa@drdar.gov.za">khutala.mbuqwa@drdar.gov.za</a></p>
20.	<p>Technical enquiries should be directed to:</p> <p>Mr. TCL Moekoa  Tel: 083 500 0438  Email: <a href="mailto:thuso.moekoa@drdar.gov.za">thuso.moekoa@drdar.gov.za</a></p>

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

**SBD 1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>SCMU8-23/24-0033</b>	CLOSING DATE:	<b>19 MAY 2022</b>	CLOSING TIME:	<b>11:00</b>
DESCRIPTION	<b>THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM</b>					
<b>SUPPLY CHAIN MANAGEMENT OFFICES, Block H, Bathandwa Ndondo Office Park</b>					
<b>Komani, 5319</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms. K Mbuqwa		CONTACT PERSON	Mr. TCL. MOEKOA	
TELEPHONE NUMBER	045 807 7016/ 083 382 9352		TELEPHONE NUMBER	083 500 0438	
FACSIMILE NUMBER	045 807 7058		FACSIMILE NUMBER	045 807 8022	
E-MAIL ADDRESS	khutala.mbuqwa@drdar.gov.za		E-MAIL ADDRESS	thuso.moekoa@drdar.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE 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 CLAIMED	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		ALL SUPPORTING DOCUMENTATION FOR THE GOALS CLAIMED ATTACHED		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[ALL DOCUMENTATION REQUIRED FOR THE CLAIM OF PREFERENCE POINTS AS PER THE SPECIFIC GOALS DETAILED IN THE EVALUATION CRITERIA.]</b>					
1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> 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, 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: .....

# **T 1.2**

## **Tender Data**

**EASTERN CAPE PROVINCIAL GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT  
EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI  
DISTRICT.**

**T1.2 Tender Data**

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019). (See [www.cidb.org.za](http://www.cidb.org.za)).

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

**The additional conditions of tender are:**

<b>Clause number</b>	<b>Tender Data</b>
F.1.1	The employer is the Department of Rural Development and Agrarian Reform, Eastern Cape Provincial Government.
F.1.2	The tender documents issued by the employer comprise: <ul style="list-style-type: none"><li>T1.1 Tender notice and invitation to tender</li><li>T1.2 Tender data<ul style="list-style-type: none"><li>T2.1 List of returnable documents</li><li><b>Part 1: Agreements and contract data</b><ul style="list-style-type: none"><li>C1.1 Form of offer and acceptance</li><li>C1.2 Contract data</li><li>C1.3 Form of Guarantee</li><li>C1.4 Adjudicator's Contract</li></ul></li><li><b>Part 2: Pricing data</b><ul style="list-style-type: none"><li>C2.1 Pricing instructions</li><li>C2.2 Activity schedules / Bills of Quantities</li></ul></li><li><b>Part 3: Scope of work</b><ul style="list-style-type: none"><li>C3.1 Scope of work</li><li>C3.2 Specifications</li></ul></li><li><b>Part 4: Site information</b><ul style="list-style-type: none"><li>C4.1 Site information</li><li>C4.2 Drawings</li></ul></li></ul></li></ul>

Additional documents of which the Contractor are to obtain their own copies are:

**“General Conditions of Contract for Construction Works – 3<sup>rd</sup> Edition 2015”.**

This document is issued by the South African Institution of Civil Engineering. (Short title “General Conditions of Contract for Construction Works 2015”), and is obtainable separately. Tenderers shall obtain their own copies.

**“South African National Standards”.**

These documents are obtainable separately, and tenderers shall obtain their own copies of the applicable sections.

**“The Occupational Health and Safety Act No 85 of 1993 and Amendment Act No 181 of 1993, and the Construction Regulations 2014”.**

This document is obtainable separately, and tenderers shall obtain their own copies.

In addition, tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.

**The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,**

**SANS 1921:2004 Construction and Management**

Part 1: General Engineering and Construction Works;

Part 6: HIV/AIDS Awareness.

**SANS 10396:2003 Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures**

**SANS 1914:2003 Targeted Construction Procurement, Parts 1 to 6, dealing with Participation of Targeted Enterprises, Joint Ventures, Targeted Labour etc.**

**The Department of Rural Development and Agrarian Reform Procurement Policy.**

The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

Clause	Data
C.1.4	The employer's agent is: DCJ de Villiers 045 807 8003/083 294 4381 <a href="mailto:Dirk.devilliers@drdar.gov.za">Dirk.devilliers@drdar.gov.za</a>
C.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations for a <b>3GB</b> class of construction work, are eligible to have their tenders evaluated. Bidders exceeding the threshold of CIDB grade <b>3</b> in combination with any other contract awarded to the contractor which will be executed simultaneously could be regarded as non-responsive.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"><li>every member of the joint venture is registered with the CIDB;</li><li>the lead partner has a contractor grading designation in the <b>3GB</b> class of construction work; and</li><li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation</li></ol>

	determined in accordance with the sum tendered for a <b>3 GB</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
C.2.2	The employer <b><u>will not</u></b> compensate the tenderer for any costs incurred during the tender process.
C.2.7	The arrangements for a clarification meeting are as stated in the Tender Notice and Invitation to Tender.
C.2.13.2	<p>Submit one original document completed in black ink.</p> <p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p> <p>Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery.</p> <p>Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.</p>
C.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box:  <b>THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM,  SCM OFFICES  Block H, Bathandwa Ndondo Office Park,  Komani, 5319.</b></p> <p>Physical address:  <b>SCM OFFICES  Block H, Komani Office Park,  Komani, 5319.</b></p> <p>Identification details: Reference number, title of tender and the closing date and time of the tender.</p> <p>Postal address: <b>Department of Rural Development and Agrarian Reform  Supply Chain Management Directorate  Private Bag X7187  Komani, 5319</b></p>
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.15.	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.17.	<p>Additional information/clarification could be requested after closure of the bid. Non-submission / late submission of such information/clarification, could result in the bid being declared non-responsive.</p> <p>The employer may also request additional information / bank ratings, in order to establish the financial capacity of the bidder. Non-submission / late submission of such information / bank ratings, could result in the bid being declared non-responsive.</p>

C.2.16.	The tender offer validity period is 90 days									
C.2.23.	<p>The tenderer is required to submit with his tender</p> <ul style="list-style-type: none"><li>• a Certificate of Contractor Registration issued by the Construction Industry Development Board and where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.</li><li>• a Copy of CSD registration Proof (Active &amp; Recently updated).</li><li>• Joint Venture Agreement and Power of attorney in case of a Joint Venture.</li><li>• ID certificates in case of one-man concerns.</li><li>• Workman's Compensation Registration Certificate.</li><li>• Documentation to proof preferential points claimed.</li></ul>									
C.3.4	<b>Tenders will be opened in public immediately after closing time where the name of the tenderer, the financial offer, preference points claimed and proposed period for completion will be read out loud.</b>									
C.3.11.	<p><b>This bid will be evaluated in Four (4) phases as follows:</b></p> <p><b>Phase One:</b> Prequalification: Only bids of bidders adhering to the minimum cidb grading designation, and whose CIDB registration is active on date of closure will be further considered.</p> <p><b>Phase Two:</b> Compliance, responsiveness to the bid rules and conditions, thereafter they will be evaluated on PPPFA.</p> <p><b>Phase Three:</b> Bidders passing all stages above will thereafter be evaluated on PPPFA.</p> <p><b>PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:</b></p> <table><tr><td>Maximum points on price</td><td>-</td><td><b>80 points</b></td></tr><tr><td>Maximum points for Specific goals</td><td>-</td><td><b>20 points</b></td></tr><tr><td><b>Maximum points</b></td><td>-</td><td><b>100 points</b></td></tr></table> <p><b>Important:</b></p> <ul style="list-style-type: none"><li>• <b>Failure to submit a fully completed and signed bid document such as Bill of Quantities, work program etc. will result in the bid not being further considered.</b></li><li>• <b>Gross calculation errors, and omissions in the Bill of Quantities, will render the bid non-responsive.</b></li><li>• <b>Gross under and over pricing will also render the bid as non-responsive.</b></li></ul>	Maximum points on price	-	<b>80 points</b>	Maximum points for Specific goals	-	<b>20 points</b>	<b>Maximum points</b>	-	<b>100 points</b>
Maximum points on price	-	<b>80 points</b>								
Maximum points for Specific goals	-	<b>20 points</b>								
<b>Maximum points</b>	-	<b>100 points</b>								
	<p><b><u>1. PHASE ONE: PRE-QUALIFICATION</u></b></p> <p>1. Prequalification: Only bids of bidders adhering to the minimum CIDB grading designation, and who's CIDB registration is active on the closing date will be considered further.</p> <p><b><u>2. PHASE TWO: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</u></b></p> <p><b>A. Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed</b></p>									

**envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:**

1. Bid Document (This Document must be submitted in its original format)
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. And must the status on CIDB be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).
4. Bidders must be a legal entity or partnership or joint venture or consortia.
5. Form of offer and Acceptance (fully completed and signed)
6. SBD 4- Declaration of Interest (fully completed and signed)
7. Compulsory Enterprise Questionnaire (Completed and signed)
8. Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data. Bidders are not entitled add VAT to the tender price, nor to claim the VAT if they are not VAT registered vendors.
9. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV.
10. Resolution to Sign (if applicable)
11. Attendance of compulsory briefing meeting (where applicable)
12. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit a bid/ quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums.
13. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
14. Past experience reports (Refer to Annexure K and H)
15. List of Key personnel and their CVs
16. Work program

**B. Other Conditions of bid/ Non eliminating**

1. DRDAR Policy applies.
2. Returnable Schedule: SBD1 – Invitation to bid must be completed and signed
3. The bidder must be registered on the Central Supplier Database (CSD) prior the award
4. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
5. Declaration of Employees of the State or other State Institutions.
6. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
7. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client.
8. Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
9. The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure J.
10. Bidders submit all the required documented proof to validate the preferential points claimed on SBD 6.1. (Refer to Point 9 of the Tender Notice)
11. The Department will contract with the successful bidder by signing a formal contract.
12. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to

be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.

13. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.

### **3. PHASE THREE: EVALUATION POINTS ON PRICE AND REGULATIONS OF 2022**

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000* (Act No. 5 of 2000) and SPECIFIC GOALS/ PPPFA Regulations of 2022

Criteria	Points
<b>POINTS ON PRICE</b>	<b>80</b>
<b>SPECIFI GOALS</b>	<b>20</b>
<b>TOTAL</b>	<b>100</b>

**The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:**

- (a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

The financial offer will be scored using the following formula:

$$A = (1 - \frac{(P - P_m)}{P_m})$$

The value of value of  $W_1$  is:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000 or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.

C.3.13.

**Tender offers will only be accepted if:**

- a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <https://secure.csd.gov.za/>) unless it is a foreign supplier with no local registered entity
- b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin.
- c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per contract data.
- d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- f) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect;



- g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- i) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.
- j) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- k) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.
- l) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
- m) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.
- n) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.
- o) **NOTE:** The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.
- p) The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.
- q) Documents required for the specific goals:

No	Specific Goals	Documentation to be submitted by bidders to validate their claim for points
1	An EME or QSE which is at least 51% owned by black people	<ul style="list-style-type: none"> <li>ID Copy</li> <li>CIPC (Company registration)'</li> <li>CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)</li> </ul>
2	Located in the Province where the services will be rendered / item delivered.	<ul style="list-style-type: none"> <li>Municipal rates account OR</li> <li>Letter from councilor confirming residence OR</li> <li>Lease Agreement</li> </ul>
3	An EME or QSE which is at least 51% owned by women	<ul style="list-style-type: none"> <li>ID Copy</li> <li>CIPC (Company registration)'</li> <li>CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)</li> </ul>
4	An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	<ul style="list-style-type: none"> <li>ID Copy</li> <li>CIPC (Company registration)'</li> <li>CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)</li> </ul>

	5	An EME or QSE which is at least 51% owned by people with disability	<ul style="list-style-type: none"> <li>• ID Copy</li> <li>• CIPC (Company registration)</li> <li>• CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)</li> <li>• Medical certificate</li> <li>• SASSA registration or confirmation of disability from a relevant authority.</li> </ul>
C.3.17.	The number of paper copies of the signed contract to be provided by the employer is one.		

## T1.3 STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019). (See [www.cidb.org.za](http://www.cidb.org.za)).

### C.1 General

#### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in 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.

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

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

#### C.1.2 Tender Documents

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

#### C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **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 in the tender data.

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **a) C.1.6.1 General**

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

##### **b) C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

**c) C.1.6.3 Proposal procedure using the two stage-system**

**C.1.6.3.1 Option 1**

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

**C.1.6.3.2 Option 2**

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

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

**C.2 Tenderer's obligations**

**C.2.1 Eligibility**

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

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

**C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

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

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

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

#### **C.2.5 Reference documents**

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

#### **C.2.6 Acknowledge addenda**

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

#### **C.2.7 Clarification meeting**

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

#### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

#### **C.2.9 Insurance**

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

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

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

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

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

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

#### **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.

### **C.2.12 Alternative tender offers**

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

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

### **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.

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.

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.

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

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

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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**

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

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

#### **C.2.16 Tender offer validity**

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

#### **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.

**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.*

#### **C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

#### **C.2.19 Inspections, tests and analysis**

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



### **C.2.20 Submit securities, bonds and policies**

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

### **C.2.21 Check final draft**

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

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

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

### **C.2.23 Certificates**

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

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

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

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

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

### **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.

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

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

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

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its specific goals and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

### **C.3.5 Two-envelope system**

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

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

### **C.3.6 Non-disclosure**

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

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

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

### **C.3.8 Test for responsiveness**

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

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

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:

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

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**Important:**

- **Failure to submit a fully completed and signed bid document such as Bill of Quantities, work program etc. will result in the bid not being further considered.**
- **Gross calculation errors, and omissions in the Bill of Quantities, will render the bid non-responsive.**
- **Gross under and over pricing will also render the bid as non-responsive.**

### **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.

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

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

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.

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

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

**Important:**

- **Gross calculation errors, and omissions in the Bill of Quantities, will render the bid non-responsive.**
- **Gross under and over pricing will also render the bid as non-responsive.**

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

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

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

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are

made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### **d) C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **C.3.12 Insurance provided by the employer**

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

#### **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:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;

- b) 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;
- c) has the legal capacity to enter into the contract;
- d) 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;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **C.3.14 Prepare contract documents**

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

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

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

#### **C.3.15 Complete adjudicator's contract**

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

#### **C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

#### **C.3.17 Provide copies of the contracts**

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

#### **C.3.18 Provide written reasons for actions taken**

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

## **PART T2 - RETURNABLE DOCUMENTS**

**EASTERN CAPE PROVINCIAL GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM  
IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT.**

**T2.1 List of Returnable Documents**

The tenderer must complete the following returnable documents:

**1 Returnable Schedules required only for tender evaluation purposes**

- Certificate of authority for joint ventures (where applicable)
- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Schedule of Subcontractors
- Schedule of Plant and Equipment
- Schedule of the Tenderer's Experience
- Schedule of current projects

**2 Other documents required only for tender evaluation purposes**

- Proof of registration on the CSD and copy of active and updated certificate attached.
- Certificate of Contractor Registration issued by the Construction Industry Development Board.
- Documented proof of points claimed for Specific goals.

**3 Returnable Schedules that will be incorporated into the contract**

- Preferencing Schedule SBD 6.1

**4 Other documents that will be incorporated into the contract**

- Declaration of validity of information.
- Declaration of Interest - SBD 4.
- Certificate of tenderer's visit to site.
- Tenderer's financial standing.
- Surety and Bank details.
- Form of intent to provide a Performance Guarantee.
- Key personnel for project.
- Curriculum Vitae of key personnel.
- Preliminary Construction Programme.
- Alteration by tenderer.
- Contractor's Health and Safety declaration.
- Contractor's Health and Safety Plan.

**5 The offer portion of the C1.1 Offer and Acceptance**

**6 C1.2 Contract Data (Part 2)**

**7 C2.2 Bills of quantities**

## CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . .  
 . . . . . , authorised signatory of the company . . . . .  
 . . . . . , acting in the capacity of lead partner, to sign all documents  
 in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature ..... Name ..... Designation .....
		Signature ..... Name ..... Designation .....
		Signature ..... Name ..... Designation .....
		Signature ..... Name ..... Designation .....



# COMPULSORY ENTERPRISE QUESTIONNAIRE

<p>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.</p>			
<b>Section 1:</b>		<b>Name of enterprise:</b> _____	
<b>Section 2:</b>		<b>VAT registration number, if any:</b> _____	
<b>Section 3:</b>		<b>cidb registration number, if any:</b> _____	
<b>Section 4:</b>		<b>CSD number:</b> _____	
<b>Section 5: Particulars of sole proprietors and partners in partnerships:</b>			
<b>Name*</b>		<b>Identity number*</b>	<b>Personal income tax number*</b>
<p><small>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</small></p>			
<b>Section 6: Particulars of companies and close corporations</b>			
Company registration number: _____			
Close corporation number: _____			
Tax reference number: _____			
<b>Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</b>			
<b>Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</b>			
<p>The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:</p> <ul style="list-style-type: none"> <li>i) Authorize the employer to verify the tenderers tax clearance status from the South African Revenue Service that it is in order;</li> <li>ii) Confirms that neither the name of the enterprise or the name of any partner, manager, director or any 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 Corruption Activities Act of 2004;</li> <li>iii) Confirms that no partner, manager, director or any other person, who wholly or partly exercises or may exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;</li> <li>iv) Confirms that I/we are not associated, linked or involved with any other rendering 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</li> <li>v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.</li> </ul>			
Signed		Date	
Name		Position	
Enterprise name			

## RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

# PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## 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.

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## SCHEDULE OF PLANT AND EQUIPMENT

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

- (a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar work in respect of this tender successfully executed by myself / ourselves during the past three (3) years:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date contract started	Date contract completed (Date on Completion Certificate)

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## SCHEDULE OF CURRENT PROJECTS

Tenderers must submit a max one-page description of all projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

1. Essential introductory information:
  - 1.1. Name of project.
  - 1.2. Name of client.
  - 1.3. Contact details of client.
  - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
  - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
  - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1					
2					
3					

***Attach a separate page to address this issue (the above table is just for reference purposes).***

**The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

## CONTRACTORS CERTIFICATE OF REGISTRATION ON CSD

*[The tenderer shall submit the Contractor's Certificate of Registration on the CSD. Failure to submit the certificate with the tender document will lead to the conclusion that the tenderer is not registered on the National Treasury Central Suppliers Database and therefore not eligible to tender].*



## CONTRACTORS CERTIFICATE OF REGISTRATION WITH CIDB

*[The tenderer shall submit the Contractor's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the tenderer is not registered with the CIDB and therefore not eligible to tender].*

## 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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)
An EME or QSE which is at least 51% owned by <b>black people</b>	N.A.	5		
Located in the Province where the services will be rendered / item delivered.	N.A.	2		
An EME or QSE which is at least 51% owned by <b>women</b>	N.A.	7		
An EME or QSE which is at least 51% owned by <b>youth (up to 35 years of age)</b>	N.A.	4		
An EME or QSE which is at least 51% owned by people with <b>disability</b>	N.A.	2		
Total	N.A.	20		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

---

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

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

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

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

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

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

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

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



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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## CERTIFICATE OF TENDERER'S VISIT TO SITE

This is to certify that, I .....

representative of (tenderer) .....

.....

.....

of (address) .....

.....

.....

.....

Telephone number: .....

Fax number: .....

in the company of (Engineer's representative) .....

visited and examined the site on (date) .....

**I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.**

**TENDERER'S REPRESENTATIVE:** (Signature).....

(Name).....

**ENGINEER'S REPRESENTATIVE:** (Signature).....

(Name).....

## FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The tenderer must provide a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

## KEY PERSONNEL

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

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

EMPLOYEE SKILLS TEAM No ____	NUMBER OF PERSONS			
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY	UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	YEARS EXPERIENCE
Director				
Contracts Manager				
Site Agent				
Skilled Worker				
Semi-skilled Worker				
Unskilled Worker				
Other				
Other				
Other				
Other				
Other				

**DATE** . ..... **SIGNATURE OF TENDERER** .....  
*(of person authorised to sign on behalf of the Tenderer)*

## CURRICULUM VITAE OF KEY PERSONNEL

[illegible]

### Certification:

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

**DATE** . . . . . **SIGNATURE OF DIRECTOR** . . . . .

DATE . . . . . SIGNATURE OF TENDERER . . . . .  
(of person authorised to sign on behalf of the Tenderer)





## PRELIMINARY CONSTRUCTION PROGRAM

The tenderer shall submit a preliminary program reflecting the proposed sequence and duration of the various activities comprising the work for this Contract to include the projected cash flow for each activity. The program shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his tender.

[Note: The program must be based on the completion time as specified in the Contract Data.]

Schedule	Abbreviated description	Days per action	Cumulative project construction days
1	Site Establishment		
2	Site clearing and levelling of site		
3	Excavation for structure foundations, and pit toilet.		
4	Cast strip footings for shed and pit toilet slab.		
5	Placing of concrete for foundations of walls.		
6	Building of foundation walls for shed and Pit Toilet.		
7	Import and place selected fill material for shed floor and compact to required density.		
8	Conduct compaction tests on fill material.		
9	Erection of Steel structure		
10	Placing of concrete for floor, ramp, apron and pit toilet slab		
11	Build pit toilet		
12	Supply shearing equipment		
13	Clean site and remove establishment on site		

PROPOSED CONSTRUCTION PERIOD \_\_\_\_\_ WEEKS

DATE . \_\_\_\_\_ SIGNATURE OF TENDERER . \_\_\_\_\_  
*(of person authorised to sign on behalf of the Tenderer)*



## ALTERATIONS BY TENDERER

Should the tenderer desire to make any departure or modification to the General Conditions of Contract, Special Conditions of Contract, Specifications, Schedule of Quantities or Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder, or alternatively, state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

[illegible]

**DATE..** ..... **SIGNATURE OF TENDERER** .....

*(of person authorised to sign on behalf of the tenderer*

## CONTRACTORS HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014. To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

### Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.

***(Tables to be completed by tenderer)***

**TABLE 1: COST OF SAFETY PERSONNEL**

PERSONNEL	COSTS AS ALLOWED IN TENDER	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health and Safety		
Health and Safety Committee		

**TABLE 2: COST OF SAFETY EQUIPMENT**

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN TENDER
Hard hats		
Safety boots		
Add items as per risk assessment:		

4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.
5. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

6. I hereby confirm that, I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

**DATE .....**      **SIGNATURE OF TENDERER .....**  
*(of person authorised to sign on behalf of the Tenderer)*

## CONTRACTORS HEALTH AND SAFETY PLAN

*[Not applicable for tender purposes]*

*[The successful Tenderer, only, shall be required to submit the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, and referred to in T2.1, List of Returnable Documents point 4 (other documents that will be incorporated into the contract) after acceptance of the tender]*

## EVALUATION SCHEDULE 1 – PROJECT REFERENCE FORMS - 1

<b>Project title:</b>	<b>THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT.</b>
<b>Project Number:</b>	<b>SCMU8-23/24-0033</b>

**NOTE:** This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, \_\_\_\_\_ (name and surname) of  
 \_\_\_\_\_ (company name) declare  
 that I was the Project Manager on the following building construction project successfully executed by  
 \_\_\_\_\_ (name of tenderer):

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

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

- Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance						
2. Quality of Service						
3. Resources: Personnel						
4. Time management / programming						
5. Financial management / Project budget management/cash flow, etc.						
<b>TOTAL</b>						

- Would you consider / recommend this tenderer again:

YES	NO

- Any other comments:

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- My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of principal agent

COMPANY STAMP

**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

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

\_\_\_\_\_  
Signature of Tenderer

## EVALUATION SCHEDULE 1 – PROJECT REFERENCE FORMS - 2

<b>Project title:</b>	<b>THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT.</b>
<b>Project Number:</b>	<b>SCMU8-23/24-0033</b>

**NOTE:** This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, \_\_\_\_\_ (name and surname) of  
 \_\_\_\_\_ (company name) declare  
 that I was the Project Manager on the following building construction project successfully executed by  
 \_\_\_\_\_ (name of tenderer):

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

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

- Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
6. Project performance						
7. Quality of Service						
8. Resources: Personnel						
9. Time management / programming						
10. Financial management / Project budget management/cash flow, etc.						
<b>TOTAL</b>						

- Would you consider / recommend this tenderer again:

YES	NO

- Any other comments:

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- My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

Signature of principal agent



**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

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

\_\_\_\_\_  
Signature of Tenderer



## EVALUATION SCHEDULE 1 – PROJECT REFERENCE FORMS - 3

<b>Project title:</b>	<b>THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT.</b>
<b>Project Number:</b>	<b>SCMU8-23/24-0033</b>

**NOTE:** This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, \_\_\_\_\_ (name and surname) of  
 \_\_\_\_\_ (company name) declare  
 that I was the Project Manager on the following building construction project successfully executed by  
 \_\_\_\_\_ (name of tenderer):

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

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

- Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
11. Project performance						
12. Quality of Service						
13. Resources: Personnel						
14. Time management / programming						
15. Financial management / Project budget management/cash flow, etc.						
<b>TOTAL</b>						

- Would you consider / recommend this tenderer again:

YES	NO

- Any other comments:

---



---



---

- My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

Signature of principal agent



**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

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

\_\_\_\_\_  
Signature of Tenderer

# The Contract

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

## **C 1.1**

### **Form of Offer and Acceptance**

**EASTERN CAPE PROVINCIAL GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT  
EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS  
HANI DISTRICT.**

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

**Note:** 1 This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 - 1: Construction Procurement Processes, Procedures and Methods.

2 SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.

**Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **SCMU8-23/24-0033: THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT.** 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) (or other suitable wording)

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

Signature(s)		Date:	
Name(s)			
Capacity:			
For tenderer: (Name and address)			
Name & Signature of witness:		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:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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.

Signature(s)		Date:	
Name(s)			
Capacity:			
For the employer: (Name and address)			
Name & Signature of witness:		Date:	

# SCHEDULE OF DEVIATIONS

**Notes:**

- 1. *The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
- 2. *A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
- 3. *Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
- 4. *Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.*

1      Subject \_\_\_\_\_

Details: \_\_\_\_\_

2      Subject \_\_\_\_\_

Details: \_\_\_\_\_

3      Subject \_\_\_\_\_

Details: \_\_\_\_\_

4      Subject \_\_\_\_\_

Details: \_\_\_\_\_

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable 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.

For the Tenderer:

..... Signature

..... Name

..... Capacity

For the Employer:

.....

.....

.....



Name and address of organization:

.....

.....

.....

.....

.....

.....

Name and address of organization:

.....

.....

.....

Witness Signature

.....

Witness Name

.....

Date

.....

## CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the form of Offer part of the Agreement, hereby confirms receipt from the Employer. Identified in the Acceptance part of the Agreement, of one fully completed original copy of this Agreement. Including the Schedule of Deviations (if any) today:

The .....(day) of ..... (month) 20.....(year), at

..... (place)

For the Contractor:

Signature: .....

Name: .....

Capacity: .....

Signature and name of witness:

Signature: .....

Name: .....

## **C 1.2**

### **Contract Data**

**EASTERN CAPE PROVINCIAL GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT  
EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI  
DISTRICT.**

**C1.2 Contract Data**

*The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947).*

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

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

**Contract Specific Data**

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause	Data
1.1.1.13	The Defects Liability Period is <b>90 days</b> .
1.1.1.14	The time for achieving Practical Completion is <b>4 Months</b> , inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).
1.1.1.15	The name of the Employer is DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM
1.1.1.16	The name of the Employer's Agent is <b>Mr. DCJ de Villiers</b> (Chief Engineer – DRDAR)
1.1.1.17	The name of the Employer's Agent Representative is <b>Mr. TCL Moekoa</b>
1.1.1.26	The Pricing Strategy is Re-measurement Contract
1.1.1.35	<b>"Drawings"</b> means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.

1.1.1.36	<b>Letter of Notification</b> " means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.
1.2.1	<b>DELIVERY OF NOTICES</b> The following three additional sub-clauses, covering alternative methods of communication, apply: -
1.2.1.3	Sent by facsimile or any like communication irrespective of it being during office hours or otherwise. Fax: 045 807 8022
1.2.1.4	Posted to the addressee for certified delivery by the postal Authorities The Chief Engineer Chris Hani District Private Bag X7187 Komani, 5320
1.2.1.5	Delivered by a courier service and signed for by the addressee
1.2.1.2	The Employer's address for receipt of communications is:  <b>The Chief Engineer</b> DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM Chris Hani District Block H Bathandwa Ndondo Office Park Komani
2.1.4	The following additional clause applies: -  "Without limiting the generality of the afore going, the Schedule of Rates and Prices shall include:  (a) The provision and use of all labour, plant, tools instruments, templates, materials, transport and all other appliances that may be required for satisfactorily protecting and efficiently carrying out the works without interruption or delay.  (b) The provision and housing of adequate staff and labour force and the provision of false work of every kind and description necessary for the due and proper performance of the Contract.  (c) The execution of the Works in orderly and progressive manner until it has been completed. Time being of the essence of the Contract the progressive development of the Works shall be arranged so that the time from the start to the finish of the construction of the said Works shall not exceed the time laid down in the Tender.  (d) The inclusion in the tendered rates for all and any of the general liabilities such as Establishment Charges, legal contingencies, regulations, risks or damage, Royalties and all other overhead charges.  The submission of a tender shall be considered prima facie evidence that the Contractor has complied with the requirements of this clause and has satisfied him/herself as to all circumstances and local conditions which may influence or affect his Tender."

2.4.1	<p>The following additional clause applies: -</p> <p>In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of precedence shall be as follows:</p> <ol style="list-style-type: none"> <li>1. Project Particular Specifications</li> <li>2. Special Conditions of Contract</li> <li>3. General Conditions of Contract</li> <li>4. Conditions of Tender</li> <li>5. Generic Specifications</li> <li>6. Contract Drawings</li> <li>7. Bill of Quantities</li> </ol>
2.5.1	<p>The following additional clause applies: -</p> <p>The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions:</p> <ul style="list-style-type: none"> <li>- an original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Engineer.</li> <li>- the contractor cedes, transfers and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice.</li> <li>- the cession shall become effective as soon as payment is made by the Employer or on behalf of the Employer</li> <li>- the Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractors possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods and goods certified for payment and the insurance policy ceded in full to the Employer.</li> </ul>
3.2.3	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <p>Clause 3.3.1      Nomination of Employer's Agent Representative  Clause 3.3.4      Employer's Agent authority to delegate  Clause 5.8.1      Non-working times  Clause 5.11.2      Suspension of the Works  Clause 5.12.4      Acceleration instead of extension of time</p>
3.3.7	<p>The following additional clause applies: -</p> <p>The onus rests with the Contractor to raise any item about which the Contractor may be uncertain, with the Engineer's Representative. Any advice given to the Contractor by the Engineer's Representative in response to matters so raised shall not be construed as instructions and shall be held to have been given without prejudice.</p>
3.3.8	<p>The following additional clause applies: -</p> <p>The Employer or the Employer's Agent under delegated authority, reserves the right to obtain the services of consultants on any matter pertaining to this contract; the employment of such consultants forms no part of this contract; a consultant's advice and/or documentation is to be followed only if the Employer's Agent or the Employer's Agent Representative so instructs.</p>

4.1	All references to “design” are deemed to be deleted and the Contractor shall bear no liability in respect of the Projects design, other than the temporary works and items clearly indicated to design on drawings.
4.3.3	<p>The following additional clause applies: -</p> <p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated there under.</p> <p>An agreement is included in the Contract Document (at the end of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>
5.3.1	<p>The documentation required before commencement with the Works execution are:</p> <ol style="list-style-type: none"> <li>1 Health and Safety Plan (Refer to Clause 4.3)</li> <li>2 Risk Mitigation Plan for Construction; COVID 19</li> <li>3 Initial programme (Refer to Clause 5.6)</li> <li>4 Security (Refer to Clause 6.2)</li> <li>5 Insurance (Refer to Clause 8.6)</li> <li>6 Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)</li> </ol>
5.3.2	The time to submit the documentation required before commencement with the Works execution is 14 days.
5.3.3	The Contractor shall commence with execution of the Works within 7 days after receiving an instruction to commence with the Works.
5.4.1	The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.
5.5.1	The Works shall be completed (Practical Completion) within <b>4 Months</b> .
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>(1) All gazetted public holidays falling outside the year end break.</li> <li>(2) The year end break commencing on 15 December and ending on 9 January</li> </ol>

5.8.3	<p>The following additional clause shall apply:</p> <p>Should the Employer's Agent permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer's Agent Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employer's Agent has ordered such work, the salary of the representative will be to the account of the Employer.</p> <p>A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out in 5.8.1"</p>
5.12.2.2	<p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature.</p> <p>However, in the event that delays to critical activities exceed 2 consecutive working days for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.</p> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously by the Contractor as each day or half-day delay is experienced.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained</p>
5.13.1	<p>The penalty for failing to complete the Works is <b>8,5c/R100 of contract amount per day</b>. No claim for bonus payments in respect of early completion will be entertained.</p>
5.14.1	<p>Practical Completion: In terms of this contract, practical completion will be reached, once all the works have been completed in full, according to the bill of quantities and project specifications, and dually been approved by the Employers agent representative.</p>
5.16.3	<p>The latent defect period is <b>5 Years</b>.</p>
6.2.1	<p>The security to be provided by the Contractor shall be <b>10 % performance guarantee, or 5% Retention and 5% performance guarantee, or 10% Retention</b>. The performance guarantee shall contain the wording of the document included in C1.3.</p>
6.6.1	<p>The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.</p>
6.7.6	<p>The following additional clause shall apply:</p> <p>The Works are measured in accordance with the current SANS 1200 and the standard system of measurement of Civil Engineering quantities for South Africa, published by the South African Institution of Civil Engineers. No claims arising from the method of measurement will be entertained.</p>



6.8.1	Should the rated tendered be unrealistically high or low, the Employer's Agent may instruct the contractor to balance the rates while the contract sum will stay firm, before commencement of construction. The revised balanced rates will be final and binding. And the value of the payment certificates is to be calculated in accordance with the revised rates and/or prices of the tender throughout the period of the Contract.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80%</b> .
6.10.3	The percentage retention on amounts due to the contractor is 10% and the limit on retention is 5% of the Contract Price if guarantees of an insurance company or bank that are provided are equal to or greater than 10% of the contract price.
6.10.4	Add the following to clause:  Notwithstanding the above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.
8.5.2	The following additional clause shall apply: If the Contractor receives any claim in respect of any loss or injury or damage to any person or property, then the Contractor shall immediately report the same to the Employer's Agent and, if at the end of ninety days from the date of receipt of such claim the Contractor cannot satisfy the Employer's Agent that the claim has been settled or that valid reasons for the non-settlement of the claim exist, then the Employer may, without limiting the obligations and responsibilities of the Contractor, negotiate a settlement and deduct all sums due in respect of such claim from payments due to the Contractor.
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is <b>Nil</b> .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <b>R 80 000.00</b> .
8.6.1.3	The limit of indemnity for liability insurance is R 2 000 000.00 per claim for projects under R 5 000 000.00 and R 5 000 000.00 for projects over R 5 000 000.00.
9.2.1.3.8	Add the following to clause:  The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
9.2.1.3.8	Add the following to clause:  An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

10.4.1	The parties may at any time agree to settle disputes with the help of an impartial third party.
10.5.3	The number of Adjudication Board Members to be appointed is THREE.
<b>2. CLAUSES APPLICABLE TO EPWP CONTRACTS</b>	
4.1	Variations to the Conditions of Contract are: <i>Add the following at the end of sub clause 4.1.2.</i>
4.1.3	<p>The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> <li>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</li> <li>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</li> <li>(iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</li> <li>(v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge.</li> </ul>
4.1.4	<p>The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <ul style="list-style-type: none"> <li>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1) (a) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</li> <li>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.</li> </ul>
6.7.6	<p><i>Add new subclause 6.7.6:</i></p> <p><b>"Payment for the labour-intensive component of the works</b></p>

	Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations in contract.
<b>3. ADDITIONAL CONDITIONS OF CONTRACT:</b>	
<b>Clause</b>	
4.13	<p>Add new sub clause 4.13:</p> <p><b>Applicable labour laws</b></p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.13 (cont.)	<p><b>1 Introduction</b></p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p>
4.13 (cont.)	<p>1.2 In this document –</p> <ul style="list-style-type: none"> <li>(a) “department” means any department of the State, implementing agent or contractor;</li> <li>(b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;</li> <li>(c) “worker” means any person working in an elementary occupation on a SPWP;</li> <li>(d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;</li> <li>(e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;</li> <li>(f) “task” means a fixed quantity of work;</li> <li>(g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;</li> <li>(h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;</li> <li>(i) “time-rated worker” means a worker paid on the basis of the length of time worked.</li> </ul> <p><b>2 Terms of work</b></p> <p>2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p> <p><b>3 Normal hours of work</b></p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <ul style="list-style-type: none"> <li>(a) more than forty hours in any week;</li> <li>(b) on more than five days in any week; and</li> <li>(c) for more than eight hours on any day.</li> </ul> <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p>

	<p><b>4 Meal breaks</b></p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p> <p>4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p>
<p>4.13 (cont)</p> <p>4.13 (cont)</p>	<p><b>5 Special conditions for security guards</b></p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p> <p><b>6 Daily rest period</b></p> <p>Every worker is entitled to a daily rest period of at least eight consecutive hours.</p> <p>The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.</p> <p><b>7 Weekly rest period</b></p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").</p> <p><b>8 Work on Sundays and public holidays</b></p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> <li>(a) the worker's daily task rate, if the worker works for less than four hours;</li> <li>(b) double the worker's daily task rate, if the worker works for more than four hours.</li> </ul> <p>8.4 A time-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> <li>(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;</li> <li>(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.</li> </ul> <p><b>9 Sick leave</b></p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.</p> <p>9.3 A worker may accumulate a maximum of twelve days sick leave in a year.</p> <p>9.4 Accumulated sick leave may not be transferred from one contract to another contract.</p> <p>9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</p> <p>9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</p> <p>9.7 An employer must pay a worker sick pay on the worker's usual pay day.</p> <p>9.8 Before paying sick pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –</p> <ul style="list-style-type: none"> <li>(a) absent from work for more than two consecutive days; or</li> <li>(b) absent from work on more than two occasions in any eight-week period.</li> </ul>

	<p>9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</p> <p>9.10 A worker is not entitled to paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p>
4.13 (cont)	<p><b>10 Maternity leave</b></p> <p>10.1 A worker may take up to four consecutive months unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p> <p>10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.</p> <p>10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.</p> <p>10.5 A worker may begin maternity leave –</p> <ul style="list-style-type: none"> <li>(a) four weeks before the expected date of birth; or</li> <li>(b) on an earlier date – <ul style="list-style-type: none"> <li>(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or</li> <li>(ii) if agreed to between employer and worker; or</li> </ul> </li> <li>(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.</li> </ul> <p>10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.</p> <p>10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.</p> <p><b>11 Family responsibility leave</b></p> <p>11.1 Workers who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:</p> <ul style="list-style-type: none"> <li>(a) when the employee's child is born;</li> <li>(b) when the employee's child is sick;</li> <li>(c) in the event of a death of <ul style="list-style-type: none"> <li>(i) the employee's spouse or life partner;</li> <li>(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.</li> </ul> </li> </ul> <p><b>12 Statement of conditions</b></p> <p>12.1 An employer must give a worker a statement containing the following details at the start of employment:</p> <ul style="list-style-type: none"> <li>(a) the employer's name and address and the name of the SPWP;</li> <li>(b) the tasks or job that the worker is to perform; and</li> <li>(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;</li> <li>(d) the worker's rate of pay and how this is to be calculated;</li> <li>(e) the training that the worker will receive during the SPWP.</li> </ul> <p>12.2 An employer must supply each worker with a copy of these conditions of employment.</p>

<p>4.13 (cont)</p>	<p><b>13 Keeping records</b></p> <p>13.1 Every employer must keep a written record of at least the following:</p> <ul style="list-style-type: none"> <li>(a) the worker's name and position;</li> <li>(b) in the case of a task-rated worker, the number of tasks completed by the worker;</li> <li>(c) in the case of a time-rated worker, the time worked by the worker;</li> <li>(d) payments made to each worker.</li> </ul> <p>13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.</p> <p><b>14 Payment</b></p> <p>14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.</p> <p>14.2 A task-rated worker will only be paid for tasks that have been completed.</p> <p>14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.</p> <p>14.4 A time-rated worker will be paid at the end of each month.</p> <p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p> <p>14.6 Payment in cash or by cheque must take place –</p> <ul style="list-style-type: none"> <li>(a) at the workplace or at a place agreed to by the worker;</li> <li>(b) during the worker's working hours or within fifteen minutes of the start or finish of work;</li> <li>(c) in a sealed envelope which becomes the property of the worker.</li> </ul> <p>14.7 An employer must give a worker the following information in writing:</p> <ul style="list-style-type: none"> <li>(a) the period for which payment is made;</li> <li>(b) the numbers of tasks completed or hours worked;</li> <li>(c) the worker's earnings;</li> <li>(d) any money deducted from the payment;</li> <li>(e) the actual amount paid to the worker.</li> </ul> <p>14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.</p> <p>14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.</p> <p><b>15 Deductions</b></p> <p>15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p> <p>15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</p> <p>15.4 An employer may not require or allow a worker to –</p> <ul style="list-style-type: none"> <li>(a) repay any payment except an overpayment previously made by the employer by mistake;</li> <li>(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or</li> <li>(c) pay the employer or any other person for having been employed.</li> </ul>
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4.13 (cont)	<p><b>16 Health and safety</b></p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>16.2 A worker must –</p> <ul style="list-style-type: none"> <li>(a) work in a way that does not endanger his/her health and safety or that of any other person;</li> <li>(b) obey any health and safety instruction;</li> <li>(c) obey all health and safety rules of the SPWP;</li> <li>(d) use any personal protective equipment or clothing issued by the employer;</li> <li>(e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.</li> </ul> <p><b>17 Compensation for injuries and diseases</b></p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p> <p><b>18 Termination</b></p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p> <p>18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p><b>19 Certificate of service</b></p> <p>19.1 On termination of employment, a worker is entitled to a certificate stating –</p> <ul style="list-style-type: none"> <li>(a) the worker's full name;</li> <li>(b) the name and address of the employer;</li> <li>(c) the SPWP on which the worker worked;</li> <li>(d) the work performed by the worker;</li> <li>(e) any training received by the worker as part of the SPWP;</li> <li>(f) the period for which the worker worked on the SPWP;</li> <li>(g) any other information agreed on by the employer and worker.</li> </ul>
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## PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Data								
1.1.1.9	The name of the Contractor is .....								
1.2.1.2	<p>The address of the Contractor is:</p> <p>Physical Address: .....</p> <p>Postal Address: .....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>e-mail: .....</p> <p>Tel. No. ....</p> <p>Fax No. ....</p>								
1.1.1.14	The time for achieving Practical Completion is <b>4 Months</b> .								
6.5.1.2.3	The percentage allowance to cover overhead charges is ..... %								
6.2.1	The security to be provided by the Contractor shall be one of the following:								
<table border="1"> <thead> <tr> <th>Type of security (Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</th> <th>Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td>Performance Guarantee of 10% of the Contract Sum.</td> <td></td> </tr> <tr> <td>Performance Guarantee of 5% of the Contract Sum + 5% Retention.</td> <td></td> </tr> <tr> <td>10% Retention</td> <td></td> </tr> </tbody> </table>		Type of security (Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)	Contractor's choice. Indicate "Yes" or "No"	Performance Guarantee of 10% of the Contract Sum.		Performance Guarantee of 5% of the Contract Sum + 5% Retention.		10% Retention	
Type of security (Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)	Contractor's choice. Indicate "Yes" or "No"								
Performance Guarantee of 10% of the Contract Sum.									
Performance Guarantee of 5% of the Contract Sum + 5% Retention.									
10% Retention									



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

THIS AGREEMENT is made between .....

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

in his capacity as: .....

AND:

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

in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

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

CONTRACT No.: **SCMU8-23/24-0033: THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT.** for the construction, completion and maintenance of the works;

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

1. **The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING EMPLOYER'S AGENTS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

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

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESS: 1. ....

2. ....

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

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

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESS: 1. ....

2. ....

## CESSION OF RIGHTS FOR MATERIALS ON SITE

### Claim for materials on site

Payment Certificate No. .... Date: .....

Contract: .....

Employer: .....

Contract No:.....

Contractor: .....

I / We, the undersigned,.....  
(Print name)

in my / our capacity as .....of .....  
(Print capacity) (Company)

hereby confirm that the Contractor is the bona fide owner of the goods and materials described in the attached schedule and the Contractor hereby cedes assigns and transfers all the right, title and interest claim and demand in and due to the materials and goods described in the attached schedule in favour of the Employer.

All rights of the Employer in and to this Cession shall become effective immediately upon the Contractor obtaining payment for the goods referred to on the attached schedule (less payment of retention monies that may be validly retained in respect thereof) from which time forward the ownership of all the stated goods and materials will vest in and pass irrevocably to the Employer.

Notwithstanding the foregoing all risk or loss and/or damage to the said goods and materials whilst in the Contractor's stores up until the time that all the goods and materials have been installed in the Works shall be the responsibility of the Contractor.

This Cession shall neither constitute a novation of nor amend the terms of the Contract existing between the Employer and the Contractor nor shall it in any manner vitiate any of the rights and obligations imposed on either party.

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

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

**(NOTE:** This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract Third Edition 2015).

## **C 1.3**

### **Form of Guarantee**

**EASTERN CAPE PROVINCIAL GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM  
IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT.**

**C1.3 Form of Guarantee: Contract No. SCMU8-23/24-0033**

For use with the General Conditions of Contract of Construction Works, Third Edition (2015)

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means .....

Physical address: .....

“Employer” means .....

“Contractor” means: .....

“Employer’s Agent” means .....

“Works” means: .....

“Site” means: .....

“Contract” means: The Agreement made in terms of the Form of Officer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract “SUM” means: The accepted amount inclusive of tax of R .....

Amount in words: .....

Type of performance Guarantee: ..... (insert Variable or Fixed)

“Expiry Date” means (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here

**CONTRACT DETAILS**

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

**1. VARIABLE PERFORMANCE GUARANTEE**

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor’s liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R .....

(Amount in words .....

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer’s Agent of the Certification of Completion of the Works, whichever occurs first?

R .....

(Amount in words .....

- 1.2 The employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more 50% of the Contract Sum, has been used and the date on which the Certificate of Completion of the Works has been issued.

## **2. FIXED PERFORMANCE GUARANTEE**

- 2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3 The employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

## **3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

- 3.1 The Guarantor hereby acknowledges that:
- 3.1.1 Any reference in this Performance Guarantee to the Contract is made of the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.
- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantors maximum liability reoffered to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2,
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid,
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2
- 3.3 Subject to the Guarantor's maximum liability reoffered to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3, or
- 3.3.2 a provincial or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3, and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the

Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the services of all notices for all purpose in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates 'Courts Act No 32 of 1994, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at: \_\_\_\_\_ Date \_\_\_\_\_

Guarantor's signatory (1) \_\_\_\_\_

Capacity \_\_\_\_\_

Guarantor's signatory (2) \_\_\_\_\_

Capacity \_\_\_\_\_

Witness signatory (1) \_\_\_\_\_

Witness signatory (2) \_\_\_\_\_

## **PART C2 – PRICING DATA**



## **C 2.1**

# **Pricing Instructions**

**EASTERN CAPE PROVINCIAL GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT  
EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI  
DISTRICT.**

**C2.1 Pricing Instructions**

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General*.
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

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

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)
3. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates

and sum amount tendered such items

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
10. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.

**Important:**

- **Gross calculation errors, and omissions in the Bill of Quantities, will render the bid non-responsive.**
- **Gross under and over pricing will also render the bid as non-responsive.**

## **C 2.2**

### **Bill of Quantities**

**SCMU8-22/23 -0033**  
**BILL OF QUANTITIES**  
**MULTIPURPOSE SHED**

SECTION A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
	SANS 1200 AA	SECTION A: PRELIMINARY AND GENERAL	Sum	=====	=====		
A.1	8.3	SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS					
A.1.1	8.3.1	Contractual Requirements	Sum	=====	=====		
A.1.2	8.3.2	Provision of facilities on site:					
		b) Facilities required by Contractor	Sum	=====	=====		
A.1.3	8.3.3	General responsibilities and other fixed-charge obligations	Sum	=====	=====		
A.1.4	8.3.4	Removal of Site Establishment	Sum	=====	=====		
A.2	8.4	SCHEDULED TIME-RELATED ITEMS					
A.2.1	8.4.1	Contractual Requirements	Sum	=====	=====		
A.2.2	8.4.2	Operate and maintain facilities on the Site:					
		b) Facilities for Contractor	Sum	=====	=====		
A.2.3	8.4.3	General Responsibilities and other time-related obligations	Sum	=====	=====		
A.3		SUMS STATED PROVISIONALLY BY ENGINEER					
A.3.1	8.5	Remuneration of Community Liaison Officer	Prov. Sum	=====	=====	20,000	00
A.3.2		Overheads, charges and profit on item A.3.1	%	20,000.00			
A.4	PAM	OCCUPATIONAL HEALTH AND SAFETY ACT					
A.4.1	PAM 7.2.1	All costs and obligations to comply with the OHS Act Construction Regulations	Sum	=====	=====		
A.4.2	PAM 7.2.2	Time related obligations to comply with the OHS Act Construction Regulations	Sum	=====	=====		
Total Carried Forward To Summary							

**SCMU8-23/24 -0033**  
**BILL OF QUANTITIES**  
**MULTIPURPOSE SHED**

SECTION B: MULTIPURPOSE SHED

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
	SCMM-02/33	SECTION B: MULTIPURPOSE SHED					
B.1		EARTH WORKS					
B.1.1	PC 2.1	Site Clearing - Clear and grub	m <sup>2</sup>	500.0			
B.1.2	PC 2.8	Extra over for carting surplus excavated material ( distance not exceeding 250m )	m <sup>2</sup>	65.0			
B.1.3	PC 2.3	Cut to Fill					
B.1.3.1	PC 2.3	Compact to 90% mod. AASHTO maximum density	m <sup>3</sup>	95.0			
B.1.4	PC 2.5	Excavate in earth for surface trenches	m <sup>3</sup>	45.0			
B.1.5	PC 2.11	Extra over for excavations in intermediate rock for surface trenches	m <sup>3</sup>	5.0			
B.1.6	PC 2.4	Compacted filling material supplied by the Contractor	m <sup>3</sup>	35.0			
B.1.7	PC 2.9	Extra over for prescribed density tests on filling	No.	5.0			
B.1.8	PC 2.12	Gravel dressing of consolidated 75 mm thickness.	m <sup>3</sup>	15.0			
B.2		CONCRETE WORKS					
B.2.1	PC 3.1	Mass Concrete (20 MPa/19mm) for strip footings, & aprons cast in panels on waterproofing and slabs to be level	m <sup>3</sup>	11.5			
B.2.2	PC 3.3	Reinforced Concrete (25 MPa/19mm) for surface beds cast in panels on waterproofing (floor & ramps)	m <sup>3</sup>	37.9			
B.2.3	PC 3.8	Wooden float top of concrete to be at a slope (Aprons & Ramps)	m <sup>2</sup>	53.3			
B.2.4	PC 3.9	Steel float top of concrete to be level	m <sup>2</sup>	216.0			
B.2.5	PC 3.13	Expansion joints with 10mm bitumen impregnated softboard between vertical concrete or brick surfaces	m	96.0			
B.2.6	PC 3.16	One layer of waterproof sheeting under surface beds 250 micron	m <sup>2</sup>	269.3			
B.2.7	PC 3.15	Steel Reinforcement					
B.2.7.1	PC 3.15	High tensile steel mesh - Ref. 395 for floor & ramps	kg	1,083.0			
Total Carried Forward							

**SCMU8-23/24 -0033**  
**BILL OF QUANTITIES**  
**MULTIPURPOSE SHED**

SECTION B: MULTIPURPOSE SHED

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
B.3		MASONRY WORKS					
B.3.1	PC 4.3	<u>Blockwork</u>					
B.3.1.1		140x190x390 concrete block walls from foundation up to 900mm above floor level	m²	54.0			
B.3.2	PC4.5	Reinforcement to Blockwork (Brickforce - every layer)	m	260.0			
B.3.3	PC 4.7	One layer of 375-micron damp proof course in walls	m	52.0			
B.4		WATER TANK AND BASE					
B.4.1	PC 15.11	5 000 litre polyethylene rainwater tank, fittings, valves and anchored to tank base	No.	2.0			
B.4.2	PC 15.12	Extra over tank stand for rainwater harvest tank	No.	2.0			
B.5		PORTAL FRAME STRUCTURE & COVERING					
B.5.1	PC 33.8.1	Supply and deliver all materials to construct the complete shed, including excavations, foundation blocks, cladding and sliding doors, to include all labour.	Sum	=====	=====		
B.5.2	PC 33.8.2	Install 150x100mm Aluminium Gutters with 76mm downpipes on both sides.	Sum	1.0			
Total Carried Forward To Summary							

**SCMU8-23/24 -0033**  
**BILL OF QUANTITIES**  
**MULTIPURPOSE SHED**

SECTION C: PIT TOILET

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
	SCMM-02/27	SECTION C: PIT TOILET					
C.1		EARTHWORKS					
C.1.1	PC 2.4	Excavate in earth for surface trenches	m³	13.8			
C.2		CONCRETE WORKS					
C.2.1	PC 3.1	Mass Concrete (25 MPa/19mm) for strip footings, column footings, surface beds cast in panels on waterproofing and slabs to be level	m³	1.8			
C.2.2	PC 3.3	Reinforced concrete (25 MPa/19MM): concrete slab (floor to Pit Toilet)	m³	2.2			
C.2.3	PC 3.15	Steel reinforcement					
C.2.3.1		High tensile steel mesh as per drawing	kg	250.0			
C.3		MASONRY WORKS					
C.3.1	PC 4.1	<u>Brickwork</u>					
C.3.1.1		230 mm Burnt Clay brick wall in foundations	m²	16.5			
C.3.1.2		230 mm Burnt Clay brick wall for Pit Toilet walls	m²	19.2			
C.3.2	PC 4.7	One layer of 375-micron damp proof course in walls	m	10.0			
C.3.3	PC 5.1	15mm thick cement plaster on pit toilet walls	m²	38.4			
C.3.5	PC 4.6	Pre-stressed fabricated lintels					
C.3.5.1		2.4m x 140mm x 75mm lintels to doors	No.	1.0			
C.4		DOORS AND FITTINGS					
C.4.1	PC 7.4	Steel door frames with steel doors: 2 032mm x 813mm x 234mm	No.	2.0			
C.4.2	PC 12.3	Three lever heavy-duty mortice lock	No.	2.0			
C.5.		PLUMBING					
C.5.1	PC 15.23	<u>Sanitary Fittings</u>					
C.5.1.1		Pedestal: Plastic Toilet (Jojo Omega or similar)	No.	2.0			
C.5.1.2		Ventilation pipes: 3m x 110mm PVC - Black	No.	2.0			
Total Carried Forward							



**SCMU8-23/24 -0033**  
**BILL OF QUANTITIES**  
**MULTIPURPOSE SHED**

## SECTION C: PIT TOILET

[illegible]

**SCMU8-23/24 -0033**  
**BILL OF QUANTITIES**  
**MULTIPURPOSE SHED**

## SECTION D: PERIMETER FENCE

[illegible]

**SCMU8-23/24 -0033**  
**BILL OF QUANTITIES**  
**MULTIPURPOSE SHED**

## SECTION F: SHEARING EQUIPMENT

[illegible]

**SCMU8-23/24 -0033**  
**BILL OF QUANTITIES**  
**MULTIPURPOSE SHED**

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT (RAND)
1	SECTION A: PRELIMINARY AND GENERAL	.....
2	SECTION B: MULTIPURPOSE SHED	.....
3	SECTION C: PIT TOILET	.....
5	SECTION D: PERIMETER FENCE	.....
7	SECTION F: SHEARING EQUIPMENT	.....
	SUBTOTAL	.....
8	5% Contingencies	.....
	SUBTOTAL	.....
9	15% VAT	.....
Total Carried Forward To Summary Of Schedules		.....

## **C 3.1**

### **Scope of Work**

**EASTERN CAPE PROVINCIAL GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM  
IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT HANI DISTRICT**

**C3.1 Scope of Work**

**1. Scope of Work and Management**

TOPIC	SUB TOPIC
<b>DESCRIPTION OF THE WORKS</b>	
Employer's objective	THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT..
Overview and extent of works	<p>This contract entails the Construction Multi-purpose shed structure. Multi-purpose shed with shearing equipment and toilet facilities.</p> <p><b><u>Multi-purpose Shed:</u></b></p> <ul style="list-style-type: none"> <li>• 12m x 18m x 3.6m Portal frame structure;</li> <li>• 0.5mm IBR Cladding;</li> <li>• Concrete block wall built up to 900mm;</li> <li>• 2 x 2m sliding doors on gable ends;</li> <li>• Galvanised gutters.</li> </ul> <p><b><u>Toilet facilities:</u></b></p> <ul style="list-style-type: none"> <li>• Built of burnt clay bricks;</li> <li>• 0.5mm Galvanized IBR Chromadek sheeting for roof.</li> </ul> <p><b><u>Perimeter Fencing:</u></b></p> <ul style="list-style-type: none"> <li>• 1.2m Vermin proof fence;</li> <li>• One single leave farm gate of 3.6m wide;</li> <li>• All posts and poles to be timber.</li> </ul> <p><b><u>Shearing Equipment</u></b></p>
Location of the works	Egg Rock Commonage in Inxuba Yethemba Local Municipality. Refer to locality drawings for co-ordinates.
<b>ENGINEERING</b>	
Design + Drawings + Specifications	Done + Will be issued + Compiled by the division Engineering Services of DRDAR
<b>PROCUREMENT</b>	
Preferential procurement procedures	Method 1 – Price Preference
Sub-contracting	Sub-contracting will be allowed. The Contractor must however indicate at tender stage which portions of the work will be sub-contracted and to whom.
<b>CONSTRUCTION</b>	
Works specifications	<p>1. The standards specifications will apply, as stated in: "Specifications of Construction Materials and methods to be used for Agricultural on-farm Infrastructure", Second Edition, April 2022, Revision "DRDAR SCMM-02/2022".</p> <p>2. Applicable SANS 1200 standards for the building works.</p> <p>3. Attached Project Particular Specifications will apply.</p>
Plant and materials	<p>1. The Employer will not provide any plant or material.</p> <p>2. The Contractor shall inform the Engineer in good time, to inspect and approve the plant and materials that will be used before construction commences or on arrival of material on site.</p>
Construction equipment	<p>1. The Employer will not provide any equipment.</p> <p>2. The Contractor shall provide all suitable construction equipment necessary to complete the project.</p>

Existing services	Care should be taken by the contractor not to damage any existing services. The Engineer shall show the position of all existing infrastructure both above ground and below ground to the Contractor and the contractor are to ensure that no excavations shall commence without consent of the Engineer.
Site establishment	1. The Employer will not provide any facilities on site. 2. The Contractor shall provide an office, storage shed, toilets, security, vehicles, labour and accommodation.
Site usage	The Contractor shall not utilize the site for any other purpose than the construction of the agreed works.
Permits and way leaves	The Contractor will negotiate all necessary permits and way leaves with the local community.
Survey control and Setting out works	The Contractor will be responsible for the survey and setting out of all construction levels. After setting out the levels the Contractor will inform the Engineer to inspect the levels before any excavation work or construction work may commence.
<b>MANAGEMENT</b>	
Management of works	<p>1. Applicable SANS 1200, SANS 10400 standards will apply.</p> <p>2. Attached generic standards will apply.</p> <p>3. The standards specifications will apply, as stated in: "Specifications of Construction Materials and methods to be used for Agricultural on-farm Infrastructure", Second Edition, April 2022, Revision "DRDAR SCMM-02/2022", will apply.</p> <p>4. Drawings and specifications will be provided by the Employer and shall be the only acceptable drawings for the agreed works.</p> <p>5. The Engineer will be available to perform inspections every day on request, but will perform at least one scheduled inspection per week.</p> <p>6. The Contract type is measured where payments to the Contractor will be made after measurement of the work done by the Engineer according to the following payment schedule.</p> <p>6.1. The Contractor shall submit invoices according to the agreed claims and the Engineer will recommend the payment.</p> <p>6.2. The Engineer will inspect the work at the Contractor's request to measure the progress and determine the part payment that is due when both parties are in agreement about the claim.</p> <p>6.3. All payments can include materials that are secured on site under control of the Contractor. Materials on site which are not yet built into the works will compensated at 80% of the value as per the invoice from the material suppliers.</p> <p>6.4. The Employer allows for monthly interim payments for the project that can be used, 1 practical and 1 final payment.</p> <p>6.5. The practical completion of the construction work implies the work is complete and the beneficiaries can use the infrastructure.</p> <p>6.6. The final and last payment is the retention money that will be paid after a predetermined period after all construction work is done. This is the defects liability period.</p> <p>6.7. Certificates of Completion and Final Approval will be issued by the Engineer for practical and final construction completion.</p> <p>7. The Contractor shall provide the Engineer with proof that Insurance has been obtained for the contract period.</p> <p>8. The Contractor shall keep a daily record of all labour related matters, weather occurrences, all incidents that influenced construction.</p> <p>9. Communications between the Employer and Contractor will be in writing with copies to all stakeholders.</p> <p>10. The Contractor shall be responsible for testing the works after completion to ensure compliance with the Employer's requirements.</p> <p>11. The Employer will commission the works during a public handing over ceremony.</p> <p>12. The Contractor shall repair all defects of workmanship and materials during the liability period.</p>
Health and safety	<p>1. Attached Generic Occupational Health and Safety Specifications will apply.</p> <p>2. Applicable SANS 1200, SANS 10400 and 10142 standards will apply;</p> <p>3. Occupational Health and Safety Act (Act No. 85 of 1993) will apply;</p>

	<p>4. The Contractor shall appoint a person that will be responsible for health and safety issues on site and provide the Engineer with the name and credentials of this person. This person must also be trained in First Aid and must have a comprehensive First Aid Kit on site.</p> <p>5. The Contractor shall be responsible to design and apply measures to prevent accidents or injury to any person or property during construction.</p>
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## **C 3.2**

# **Specifications**

## PARTICULAR / GENERIC SPECIFICATIONS

### THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT

#### SCOPE

#### **PS     SCOPE**

#### **THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT, INCLUDING PIT TOILET AND SHEARING EQUIPMENT.**

#### **PS 1     DISCLAIMER**

The information regarding subsurface conditions, materials on site and site information supplied, is provided in good faith for the contractor's convenience as an indication of conditions likely to be encountered. No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials.

The information provided will not be regarded as in way limiting. The contractor will be held to have satisfied himself of all conditions to be encountered on site and to allow accordingly in his tendered rates.

#### **PS 2     APPLICABLE STANDARDS**

The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200). It shall however be noted that reference is made in certain of the specifications to other standardized specifications which may or may not be included in this document. Where such specifications are not included, they shall however be deemed to be included in the Contract documents.

The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer. These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200) shall apply to this Contract together with additional amendments as set out herein

#### **PS 3     PLANT AND MATERIALS**

The Employer will not be providing any plant or supplying any materials for use by the Contractor in executing the works. The Contractor must provide all plant and materials of whatever nature necessary to enable him to undertake the works as specified.

The Contractor must provide all necessary samples and copies of the relevant test results required to prove compliance with the specifications, prior to utilisation of any material within the works.

##### **PS 3.1   Construction Equipment**

The provision of all tools and equipment of whatever nature, required for execution of the scheduled items, must be the responsibility of the Contractor, and the cost thereof must be included in the rates for the respective items of work.

#### **PS 4     EXISTING SERVICES**

The Contractor will be issued with drawings showing the position of existing services in the vicinity of his working area. The Contractor must contact the service authorities concerned (i.e. Water, Sanitation, Electricity and Telecommunications) to confirm the position of existing services, and must apply for the Construction Permit for work programmed within the road reserve when required.

The Contractor is required to undertake work in proximity to existing services and he must take all necessary precautions to prevent any damage to these services. In this regard, the Contractor must excavate by hand to

expose and confirm the location and depth of each existing service prior to carrying out any construction over or around the service.

Should his operations result in any damage to existing services, he must immediately notify the Engineer and the local authority, who will inspect the damage and determine what further action is required. The Contractor must be responsible for the cost of all repairs or reinstatement necessary, whether these are carried out with his own resources or by a third party.

## **PS 5 SITE ESTABLISHMENT**

### **PS 5.1 Services and Facilities Provided by the Employer**

The Employer will not provide any facilities or services.

### **PS 5.2 Facilities Provided by the Contractor**

Due to the extremely constricted nature of the site, the Contractor must be required to determine the most convenient location for his camp site in consultation with the Community/Owner such that this will cause the least disruption and interference with his activities. Dependent on his actual space requirement, different components of the camp could be located in different areas.

Should the Contractor elect to locate any or all of his facilities in one area for a certain duration, and then relocate them later, any associated costs must be solely for his account, and no claims of any nature for additional costs will be entertained.

The Contractor will be required to provide certain facilities for the exclusive use of the Engineer and his staff, all as defined in SABS 1200 AB, and as amended by any variations / additions in clause C3.4.1.6.

### **PS 5.3 Storage and Laboratory Facilities**

The employer has no specific requirements for any storage or laboratory facilities, and the Contractor should provide whatever he deems to be necessary to support his activities.

### **PS 5.4 Other Facilities and Services**

Should the Contractor require a supply of municipal water to enable him to undertake any of his activities on the site then he must make his own arrangements with the Community/Owner or Municipality for a suitable point of supply. The Contractor must agree the details of both the position and the size of connection required with the relevant officials, and must be responsible for the cost of the connection, the cost of water used, and the cost of removal and reinstatement on completion.

Should the Contractor require an electrical connection to his campsite then he must submit an application to the Community/Owner, Municipality's electricity department or Eskom as might be applicable to obtain a supply with the necessary capacity at a suitable position. The Contractor must be responsible for the cost of the connection, the cost of electricity used, and the cost of removal and reinstatement on completion.

The Contractor must:

- i) make his own arrangements for whatever telephone and facsimile services he may require.
- ii) provide sufficient serviced, portable toilets at convenient locations for the use of his staff during their time spent on site.
- iii) supply a first aid kit to be available at the site office, and re-stock the contents as and when necessary.
- iv) make available a list of emergency contact numbers for ambulance, police and fire services.
- v) provide the necessary facilities on site to temporarily store refuse, and make arrangements with the Municipality for regular refuse removals. Refuse storage facilities must make allowance for waste separation, re-cycling and re-use wherever possible

All costs associated with any of the above aspects must be included in the relevant preliminary and general items.

### **PS 5.5 Vehicles and Equipment**

No vehicles or specialised equipment is required for the employer and his agents.

### **PS 5.6 Advertising Rights**

No advertising of any kind will be allowed on the site.

### **PS 5.7 Notice Boards**

Two project notice boards will be required in accordance with SABS 1200 AB, and as amended by any variations/additions in clause C3.4.1.6.

## **PS 6 SITE USAGE**

The Contractor must restrict his operations to the boundaries of the site and he must not be allowed to occupy or impact on any other adjacent areas.

## **PS 7 PERMITS AND WAY LEAVES**

The Contractor will be required to provide copies of permits for any borrow pits or quarries from which he intends to obtain bedding material or aggregate.

The Contractor must be responsible for obtaining all of the necessary way leaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and must ensure that any way leaves, permissions or permits obtained by the Employer's Agent prior to the award of the Contract are transferred into the Contractor's name. (Refer also to clause C3.4.4 above.)

The Contractor must abide by any conditions imposed by such way leaves, permissions or permits.

The Contractor must ensure that all way leaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

## **PS 8 ALTERATION, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS**

Wherever the Contractor is required to carry out construction to lines and levels based on or tying into existing infrastructure, he must first check that the information provided for the existing works is accurate and correct. Should there be any discrepancies as regards position, or defects in the quality of the existing work which may affect the proposed work, then the Contractor must report these to the Engineer and request clarification prior to proceeding with the new construction.

## **PS 9 INSPECTION OF ADJOINING PROPERTIES**

The Contractor and the Engineer must together inspect and record the condition of all adjoining properties or existing services, prior to the commencement of any work that may impact on these existing facilities in any way.

## **PS 10 WATER FOR CONSTRUCTION PURPOSES**

The Contractor must make his own arrangements with the Community/Owner or Municipality to obtain water for construction purposes.

## **PS 11 SURVEY CONTROL AND SETTING OUT OF THE WORKS**

The Contractor must be solely responsible for the setting out of his work, and will be provided with the necessary bench marks and co-ordinated pegs on which to base the setting out.

All other control points and benchmarks required for construction or computation of quantities must be set out by the Contractor in consultation with the Engineer. Points set out must be clearly marked and the position and all other relevant data placed on a site plan. A copy of the plan must be handed to the Engineer immediately, for control purposes.

Any existing beacons disturbed or removed during the course of the Contract will be replaced at the Contractor's cost. Only a land surveyor or the Engineer's Surveyor who originally installed the beacons will be allowed to replace them.

## **PS 12 MANAGEMENT**

### **PS 12.1 Management of the Works**

#### **PS 12.1.1 Applicable SANS Standards**

The applicable standards are listed in clause PPS 2.

#### **PS 12.1.2 Particular / Generic Specifications**

Particular or generic specifications are included for all parts of the work.

#### **PS 12.1.3 Planning and Programming**

Within 14 days of the Commencement Date the Contractor must prepare and submit to the Engineer for approval a fully detailed programme showing:

- the sequence and duration of all activities required to undertake the scheduled work.
- the linkage between activities deemed to be on the critical path.

- critical dates for receipt of information and drawings.
- milestone date for Completion of different sections of the work.

Whenever the work deviates significantly from the proposed programme for whatever reason, the Contractor must, following a request from the Engineer, must prepare a new programme that shows how the work will be re-scheduled so as to achieve the original Completion Date.

The Contractor must take cognisance of the exploration work which has to be executed prior repairing or replacing of existing pipelines.

#### PS 12.1.4 Sequence of the Works

The sequence of work must be carried out strictly in accordance with the approved programme as detailed above.

#### PS 12.1.5 Methods and Procedures

Prior to the commencement of any work on the Site the Contractor must submit method statements for each separate construction activity that he is required to undertake. The method statements must be submitted to the Engineer for approval at least 10 days prior to the scheduled start of the activity. The method statements must set out the technical procedures to be followed in carrying out the activity and must include details of compliance with both Occupational Health and Safety and Environmental aspects.

The Contractor must ensure that his staff and workers are properly trained in the safe and effective use of any equipment, plant or materials necessary to undertake the work.

#### PS 12.1.6 Quality Control

The Contractor must provide whatever samples of materials are required for approval prior to commencement, together with the applicable test results to prove compliance with the relevant specification. He must undertake all necessary tests that are stipulated in terms of the applicable specification to ensure that his workmanship meets the required standard.

#### PS 12.1.7 Environment

The Contractor must ensure that he is fully aware of the requirements of the CEMP and that he understands his responsibilities regarding both his management of the project and the actual construction activities on Site.

#### PS 12.1.8 Accommodation of Traffic

The Contractor is responsible for the safety of all vehicular and pedestrian traffic affected by his work and must provide all the necessary warning signs, barricading and lighting as necessary, fully in compliance with the requirements of the SADC Road Traffic Signs Manual and with the approval of the Traffic Department.

#### PS 12.1.9 Other Contractors

The Contractor has sole possession of the site and does not have to deal with other contractors.

#### PS 12.1.10 Testing, Completion, Commissioning

Each aspect of the work included in the Contract must be fully tested in accordance with the requirements of the relevant standard specification, as amended by the Specification Data as applicable, prior to completion of the works as a whole. All outstanding work must be completed and substandard work must be corrected prior to completion taking place.

#### PS 12.1.11 Recording of weather

The Contractor is required to keep a detailed record of daily weather conditions on the Site. The information must include rainfall, wind speed and direction, cloud cover and temperature. The format and extent of detail required must be agreed with the Engineer prior to commencement. (Refer to clause PS 12.1.17) below). A summary of inclement weather shall be recorded in the minutes of site meetings.

#### PS 12.1.12 Format of Communications

All communication of whatever nature is through the Engineer. Only under circumstances that relate to health and safety can the Contractor act on instructions issued by any other party. These instructions must then be immediately communicated to the Engineer with a request for confirmation of the instruction.

The Contractor is required to provide a suitable triplicate book which is used for communication between the Engineer or his representative and the Contractor. The book may be used for the issue of site instructions, the request for information or inspections, or merely to record aspects of contractual importance.

#### PS 12.1.13 Key Personnel

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall submit to the Employer's Agent detailed CV's of his key personnel together with their relevant contact details. Should the key personnel not be the same as those included in the tender submission, then the Contractor shall be required to provide personnel with equivalent or better qualifications and experience.

The Contractor keeps a site representative competent to administer and control the works continuously in the Working Areas during the execution of the works. The Contractor informs the Engineer of the name of the site representative, and any instruction given to the site representative by the Engineer is deemed to be given to the Contractor.

#### PS 12.1.14 Management Meetings

The Contractor is required to attend a monthly site meeting during which all aspects relating to the progress, scope, expenditure, OHS, environmental and general administration of the Contract is discussed. The Contractor must ensure that his representative at the meeting has the necessary understanding and authority to make decisions regarding these issues.

In addition, technical meetings are held on monthly, during which time aspects of a more technical nature relating to the actual construction process and quality of the work are addressed.

#### PS 12.1.15 Forms for Contract administration

The Contractor will keep all records as stated below as well as the following:

- EPWP forms to be submitted together with all Payment Certificates.
- Report on progress and labour at site meetings.

#### PS 12.1.16 Payments

All payments to the Contractor are by means of direct electronic transfer and the Contractor must provide his banking details to the Engineer together with the initial payment claim.

#### PS 12.1.17 Daily Records

The Contractor is required to maintain a daily record of all construction activities taking place on Site which includes details of plant, personnel, and visitors as well as other events such as weather conditions or any circumstances that may have a bearing on the nature and progress of his operations.

The Contractor is required to provide a detailed report at each site meeting. The report must be in a format to be agreed with the Engineer and contain the following:

- Details of actual progress versus programme for each construction activity.
- A daily record of rainfall and other weather events that could affect the work.
- Details of any delays that have occurred due to weather or any other cause.
- A record of resources (people, plant and equipment) present on Site.
- Details of any accidents or lost time incidents that have occurred.
- A list of information required.

#### PS 12.1.18 Payment Certificates

Payment Certificates shall be drawn up in an agreed format based on the bills of quantities and any variation orders authorised. The date for submission of each payment claim shall be agreed with the Employer's Agent. The procedure for preparation of Payment Certificates shall be as follows:

- The actual quantity for each item shall be agreed with the Employer's Agent or his representative based on the cumulative total of the previous monthly quantity and the additional work carried out during the month.
- The Contractor shall draw up and submit his claim using the agreed quantities.
- The Employer's Agent shall check the claim and confirm the amount to be paid.
- The Contractor shall provide a VAT invoice to the Employer's Agent for the agreed amount.
- The Employer's Agent shall prepare the payment certificate and submit the claim, accompanied by the VAT invoice.

#### PS 12.1.19 Proof of Compliance with the Law

The Contractor is required to comply with all regulations and laws of whatever nature which are applicable to his operations throughout the duration of the Contract, and produce documentary evidence when requested for all aspects, including, but not limited to:

- Valid proof of registration with the Compensation Commissioner.
- Proof of registration for income tax and VAT.
- Compliance with the Occupational Health and Safety Act and Construction Regulations.

## **PS 12.2 Health and Safety**

The Contractor must comply with all relevant aspects of the Occupational Health and Safety Act together with the Regulations referred to therein, as applicable to the scope of his activities.

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Hazard Identification and Risk Assessments, and preparation of a Health and Safety Plan. All necessary documentation must be prepared and submitted for comment and approval immediately after the Contract award.

Specific Health and Safety considerations applicable to this project are detailed in the Occupational Health and Safety Specification, attached to this document.

Method statements submitted for the Contractor's construction activities include details of compliance with Occupational Health and Safety, and must be submitted immediately after the Contract award and prior to commencement with any work on Site.

The Contractor must provide the necessary personal protective equipment and clothing to all staff as relevant for the type of work being carried out.

Whenever the Contractor's staff are subjected to hazardous substances, excessive dust or noise, he must arrange for pre and post-employment medical examinations on the affected employees.

No member of the Contractor's staff is allowed on Site while under the influence of alcohol or drugs. Any member of his staff who exhibit signs of alcohol or drug usage must be immediately removed from the premises.

The Contractor is responsible for the protection of the public in the areas in which he is working and must provide barricades and lighting as necessary to ensure their safety. He is also responsible for the safe control of traffic wherever his works impact on the existing roadways.



# PROJECT SPECIFICATIONS FOR BID FOR THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT

## HEALTH AND SAFETY

### PAM HEALTH AND SAFETY SPECIFICATIONS

#### INTRODUCTION

#### LIST OF ABBREVIATIONS

AIA	Approved Inspection Authority
BoQ	Bill of Quantities
CC	Compensation Commissioner
CR	Construction Regulations
DMR	Driven Machinery Regulations
DoEL	Department of Employment & Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
OHSACT	Occupational Health and Safety Act No. 85 of 1993 (as amended)
EIR	Electrical Installation Regulation
HBA R	Hazardous Biological Agents Regulation
HBA-HIRA	A specific risk assessment addressing exposure to potential HBA according to task/designation.
PC	Principal Contractor
PPE	Personal Protective Equipment
ER	Engineer's Representative
RHCS	Regulations for Hazardous Chemical Substances
SANS	South African National Standards (Authority)
SWP	Safe Work Procedure

#### DEFINITIONS

The definitions used will be those set out in the Regulation Gazette No 7721 of March 2014 with the following additions and emphasis:

- Client:** Rural Development and Agrarian Reform Easter Cape. (Employer)
- Designer:** Means a competent person appointed by the Client as Agent to design, supervise and monitor construction on their behalf.
- Architect:** Means a competent person appointed by the Client to design, supervise and monitor construction on their behalf.
- Hazard:** Source of or exposure to danger.
- Hazard Identification and Risk Assessment (HIRA) and Risk Control:** Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.
- Health and Safety Agent:** Means any person whom is appointed and acts as a competent representative for the Client in *managing* the overall health and safety work as their responsible person, as is reasonably practicable.
- Health and Safety Plan:** Means a documented plan which answers to the Project Specific Health and Safety Specification; including all the supporting documentation that indicate how the Principal Contractor or Contractor plans to manage H&S for the duration of the Contract.
- Induction Training:** Means once off mandatory introductory training on site specific health and safety issues given to all employees and visitors to the site before commencement of work or entry on site.



**Risk:** Means the probability that an incident may occur with a negative outcome, such as an injury or damage may occur.

**Regulation/s:** Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993 and referenced under OHSA 44.

**Site:** Means the area in the possession of the Principal Contractor for the construction of the works. Where there is no demarcated boundary, it will include all adjacent areas and haul roads which are reasonably required for the activities for the Principal Contractor and approved for such use by the Engineer.

**The Act:** Means, unless the context indicates otherwise, the Occupational Health and Safety Act, No. 85 of 1993 and Regulations promulgated thereunder, as amended.

**POPI Act:** Protection of Personal Information Act.

#### KEY ROLE PLAYERS

Client Representatives:	DRDAR: Dirk de Villiers
H&S Agent:	
H&S Auditor:	

#### KEY REFERENCES

Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended: Version 23)

Compensation for Injury and Occupational Diseases Act No. 130 of 1993 (as amended)

Construction regulations, 2014.

Hazardous Biological Agent Regulations as amended.

#### PREAMBLE

This occupational health and safety site specific specification is provided as a mandated requirement under CR 5.1.(b) to the principal contractor, for the purposes of occupational health and safety planning and management for the construction works that will be conducted at various farms in the Chris Hani District.

#### PURPOSE OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION (OHSS)

To provide mandated focus on the specific requirements needed to achieve legal compliance and site health & safety focus during the works: based on the information provided at tender stage. The principal contractor must note the dynamic nature of construction impacts on the need to consistently identify hazards and updated the required OHS systems to manage and mitigate occupational health and safety risks that may be encountered during the construction works. The specification states that the legal minimum requirements noted in the OHSA and Regulations are the mandated standard during the Construction process, it will be referenced, however the PC must be familiar with these requirements.

The occupational health and safety specification highlights the considerations to be implemented over and above the minimum and notes the specific requirements noted for the known scope of works.

The purpose of the document is to bring attention to specific dangers that may result in injury or loss during the construction works. The contractor must use this information to plan for health and safety for all their workers and anyone affected by its works.

#### IMPLEMENTATION OF THE OCCUPATIONAL H&S SPECIFICATION

The project specific H&S specification forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers, noting CR 7 compliance.

A baseline program and site lay-out program for the works must be sent with the SHE plans.

This specification must be read in conjunction with the OHSA, its Regulations (as amended) and any other standards relating to work being done and ensure compliance thereto. The information relative to the scope of the project, the works etc. is detailed in the tender document, are to be taken into account when developing the H&S plan and associated implementation documentation.

No work may commence without written approval of the H&S plan by the H&S Agent, and therefore timeous issue of the project specific plan, based on this specification, must be submitted at minimum 7 days before site hand over meeting. Failure to comply with this requirement will result in, stoppage of part of, or the whole works, with no extension of time or allowable claims.

The contractor who is legally liable for the safety and health of the workers under his supervision must have a Health and Safety Plan that addresses all the risks, the legal minimum requirements. This plan must be based on this document, must be approved by the Clients agent and NO WORK may start on site until this is done.

Should there be design changes, or change in the scope of works, an amended H&S Specification may be issued in the form of a works instruction or may be addressed with a request for a Method statement that does look at risk. Where amended H&S Specifications are issued, the PC will be required to ensure a resubmission of an amended H&S plan or Method statement, for approval. Further to this, the PC must ensure that a similar system must be implemented between all their Contractors. Some aspects of works change and chosen method of works by the principal contractor will require Methods Statements for which Safe Work Procedures must be prepared for implementation post assessment by the relevant professional service providers.

Sometimes, due to the works areas and environment, changes can be made to get a more relevant result, and thus the Client may ask for a method statement, that would be assessed to ensure health and safety controls are relevant and put in place.

The CHSA or applicable appointed competent CHSM, over seen by the appointed registered CHSA, will visit the project at least monthly, or more frequently if deemed necessary to ensure compliance. All activities on the site and all appropriate documentation will be monitored and reported on to the Client, Architect and Contractor.

Non-conformances will be issued a work stoppage where appropriate. Communication between the H&S Agent and the PC will be through the Client agent as determined at the commencement of the project.

The Principal Contractor has a legal duty to respond to the Audit findings and agree timelines for close out of non-conformance with the relevant CHSA through a written audit response with proof of actions taken, notably within 7 days of receiving the audit report. Close out must be evidence based, and where close out is delayed, have timelines that will be honoured.

The Principal Contractor must ensure that the use, collection, storage and disposal of information is correctly managed, in writing according to specific legal procedures by an appointed competent Protection of Information officer as per the PC POPIA policy.

The project will be monitored and should be audited monthly; however, it is better to stop any work, make it safe and correct as per given drawings and keeping to the engineers' instructions. Stopping work is a lawful requirement that the contractor, the engineer, the designer, the employees have, and the intention is always to make something safe and to force contractors to work to plan.

## **REQUIREMENTS AT TENDER STAGE**

Tenderers are required to submit some documentation as part of their tender submission.

The documentation submitted will be used to assess the competence and resource capacity of the tenderer, as required by the Construction Regulations.

Adequate pricing for H&S is also required by the Contractor, and therefore an OHS BoQ is provided to allow the PC to do accurate and fair pricing for the works. Legal Compliance is a contractual duty.

The PC shall ensure the following information is submitted as part of their completed Tender, not limited to the bullet points below:

- A declaration to the effect that there is competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014, evident in the Organogram and appointments made.
- A valid Letter of Good Standing.
- A valid SARS certificate.
- Proof of registration with UIF.
- Protection of Information Procedure for the site.

## SPECIFIC PROJECT SCOPE RISKS & REQUIREMENTS

### General

Farm work can be extremely dangerous. Many people get hurt, and even die doing farm work. We will list risks for you to educate the workers on and warn that anyone working in this environment, should protect themselves with knowledge and understanding.

- Farm property and farmer operations
- Animals: Cattle, sheep, goats, pigs, dogs and even wild animals, such as snakes, spiders, bees
- Farm equipment are hazardous machinery. Tractors if used wrongly can easily lead to fatalities. Farm machine operators may not have a clear view of what's behind them and must be given a lot of safe space. Do not look for lifts or ignore machine movements.
- Do not stand or take lifts in a dangerous vehicle or in a dangerous manner.
- Weather: Sun and rain can cause different illnesses: Cold and flues, sunstroke
- Protected plants and species: educate the employees to respect natural resources, do not just remove vegetation and cause cement ground pollution, protect the natural streams and do not pollute the water or wastewater
- Veld fires. It is important not to make fires that can easily get out of control and cause damage to properties.
- Respect people's rights and ensure a clean, safe and tidy construction works area.
- Drowning in near by revisers and farm dams is a risk that employees must be educated about.
- The cattle and sheep dip tanks have specific risks to children and other animals for falling into and drowning. This should preferably be safely fenced off.
- Potential power lines need to be kept clear off: do not build under or within 5m radius of power lines.
- Underground services are not anticipated, however, be aware.
- Hazardous biological agents: SARS-COV 2.
- Rabies in farm and rural areas: check with locals. Educate workers to stay clear of animals and to report excessive drooling and unusual behaviour of an animal.
- Farm animals produce flies, flies, disease. segregate building work from farm works.

Special Warning: Dip is a hazardous chemical and can cause pollution of ground water systems or be toxic to humans: look at the best environmental products and manage wastes properly: this education should form part of the farmers operational packs at end of the project life cycle, whilst be designed out as safely as possible before construction begins.

### A. Multi-Purpose Shed and Tank Stand

- Give the engineer plans and design certificates.
- Follow the design drawings and if in doubt inquire from the relevant engineer.
- Polycarbonate translucent IBR roof sheets and galvanized sheeting are light building materials and may easily be lifted by wind force. Store safely and ensure handling can be done safely.
- Use gloves to avoid hand cuts
- Footing excavations are about half a meter deep, however one can still trip and fall in them; the employees must be made aware of safety and underfoot conditions.
- Should a TLB be used to cut a level building platform; the Operator must have a medical that shows he is fit for work, that he can see, hear, and is generally fit. He must have a certificate that shows he knows how to work the machine, be appointed in writing by you, the contractor. Time sheets, inspections and moved earth quantities must all be logged for costing.
- Ensure people can walk safely during the works.
- Housekeeping must be managed, tools such as spades and pikes should not lie around.
- All hand tools must be in good condition.
- Cement is very acidic, like vinegar and can cause injuries to one's eyes, people even get a bad allergy on their skin from it, it is not good for the soil conditions and must be stored properly, used properly. Eye protection and gloves must be used, dust masks are valuable when mixing the aggregate and cement design products. Follow the drawings and specifications and ensure you keep samples as per engineers' instructions to ensure correct MPa strength for the designs. Water for construction must not be full of organic matter.
- It requires competency to cast the shed floating platform, and floor in blocks with specified expansion joints. Supervise the work and make sure you understand what is required.
- Steel fixing also takes competency: ensure eye protection for cutting and tying.
- Brick work requires proper attention to detail and must be supervised.
- Make people aware of the cost of a brick, and why we should not waste building materials.

- Compaction must be done as per specifications.
- All chemicals have what is referred to as Safety Data Sheets, or MSDS, and these documents have important information in them. The suppliers are meant to give them to you, but they can also be taken from online. They warn of emergency risks, storage requirements transporting, first aid and disposal needs. Use them to make sure you have the correct method, PPE and procedures in place.
- Building the walls, vents and roof:
- Working at heights: The portal frame has a minimum height of 3.6m, for this the contractor will need to ensure safe working platforms, of scaffold, placed on a level area, on top of soul boards and this works platform will need to have good footing and fall of protection.
- One builds safe work at height platforms by making it as safe as working from the ground. One does not let people work underneath others, and hardhats must be securely worn.
- Building materials must be safely lifted into place without the wind lifting it out of hands. Congregated sheets can become hot to touch and may give off a glare from reflected sunlight. Warn the employees, let them understand why PPE is used so that they will be encouraged to wear it correctly.
- Working on ladders can be dangerous: ensure ladders are sturdy, of good condition, are held in place, and never work above the second last step.
- Translucent roof sheets may not be strong, avoid standing on any roof sheet that is not anchored securely.
- The sliding doors are heavy or ungainly due to the size. Work in teams and ensure good understanding of every task done by explaining clearly to the employees what is needed and how it is to be done. Record this in the daily diary and let the employees sign understanding.
- If you do not have a full time CHSO on site, the legal liability for the health and safety of everybody lies with the supervisor, who must supervise and manage the site. He must be competent, understand risk and be appointed to be responsible by the Company CEO. Health and safety documentation should be kept simple, specific to what is being done, but remains a legal requirement to show that the contractor has done all he/she could, to make the people affected by the project safe. Do not let this work be neglected.
- Follow carefully every detail on the latest issued drawings, and make sure in the communications with the engineers, you reference drawings used. The water tank stand details must be used to ensure fit for use workmanship.

## **B. Ablutions**

*Note:*

*It is noted that there had been a court ruling to the Department of education on stopping all pit latrine designs, this has not been translated back into legislation. However, there is a moral duty to design and build for the best outcome for end users. Pit latrines are dangerous, they collapse, they leach into ground water conditions, causing illness and water pollution. Flies, stink and basic lack of hygiene further increases health risks. This has been noted to the Client and for this reason the contractor must follow the latest designs issued.*

- Follow the design drawings and specifications.
- Excavations are much deeper and therefore may be more dangerous, 2.4m deep. Do not cut these like a block, slope the excavation away so that it is not like a coffin. Watch the soil conditions for potential collapse: cracks, shear off and clays that shrink and swell increase collapse risk. Make sure employees can get in and to safely.

Excavations should not be allowed to become waterlogged; this increases the risk of collapse.

- People and machines cannot work closely, and people may not work under or in an excavation where machines are working above them.
- Keep the fill away from the embankment with at least half a meter to avoid increasing excavation height and load. Barricade and warn of fall in risks. Supervise.
- Building the underground sewerage tanks will need supervision, the use of ladders for access, safe storage and handling of materials, hardhats.
- Cement, plaster, and brick work must be done in a constrained space.
- Do not leave this build open allowing anyone to fall into, Barricade works area and warn.
- The Concrete reinforced slab builds over compacted earth, and the sewer tank must have formwork competency.
- Cutting at a later stage to provide vents and openings must be discussed with the engineer and requires a safe work method statement.
- The superstructure is brick and mortar, plastering and painting at maximum heights of 2.8M. ensure safe access to top of works.
- Roof slab is galvanized IBR Chromadek with timber purlins.

Use correct gloves.

- Doors must be weather proofed.
- Water run off should not be able to penetrate sewer storage areas.

### **C. Vermin Proof fence (1,2 m high)**

- Follow drawings and specifications.
- Fence building is a skilled task; ensure everyone understands their task and how it all comes together
- If a post hole auger is used, ensure employee is trained, post holes are 850cm deep.
- Team works in placing poles and securing them and wire.
- Barb wire and razor wire can injure and rip skin: ensure safe work practice and use of correct gloves.
- Have a first aid box handy to clean any abrasions immediately. Close with a plaster to avoid infection.
- Use of hand and electrical tool principles apply.
- Use of wire tensioning devices must be done with all the principal safety controls in place:
  - Check tools and equipment
  - Educate on use
  - Close out any questions and concerns,
  - Issue relevant PPE
  - Supervise and assist
  - Housekeeping
  - Check if there are any other hazards in the works environment:
    - Animals: Rabies can be a concern; discourage animals entering works areas.
    - vermin
    - Children
    - Framing operations
    - Roads and vehicles
    - Overhead lines
    - Obstructions
    - Security issues
    - Heat or rain potential?
    - Rough terrain?
    - Rocks?
    - Water streams?
    - Employee concerns?
    - Employee needs?
  - Plan work and ensure safety for all stakeholders.

## GENERAL REQUIREMENTS

### Summary of Risks identified during Design:

ACTIVITY/PROCESS	POTENTIAL HEALTH OR OTHER RISKS	RATING Comment
Site access – traffic control Delivery of the Container to the pavement, deliveries of supplies ablutions and stores. Working amidst client farming activities Security: fencing, hoarding and employee ID	MVA, injury to people, third party liability, damage to vehicle, plant and or equipment. Impact on Client Operations. Emergency risks. Theft Spills	The area of the site camp is noted on the drawings and must be controlled and restricted. The Induction must warn on traffic hazards, need to stay in works allocated areas, NO Smoking, wearing labelled overalls. High
Site access – material offloading	Injury to pedestrian/ workers. Restricted space	Aa High
Hazardous Chemicals: Cement, silica dust, Paints, Solvents, Sealers, Glues, Diesel and other:	Silicosis, Asthma, Sensitizing, Allergies, asphyxiation. Safety: Fumes, fire and injuries.	MSDS HIRA High.
Minor construction works Brick, plastering, joinery, floors, glazing, painting and such. Electrical equipment Use of portable power tools and electrical cords under locked out or controlled conditions	Injury to personnel, Noise, Dust, Loads, Impact on farming operations, disruption of emergency routes. Ergonomics Farm animals, Dogs (Rabies) vermin, snakes, bees, Weather  Noise induced hearing loss Dust - silicosis Electrical installations - electrocution	High Work will involve working in enclosed spaces All energy impacts must be considered High risk.
	Electrical and fire	Poor extension cord controls H
Housekeeping	Failure to control, trip and fall risk, entanglement, fire risks	H
Working at heights – fall risk	Injury or drop of material. Works mainly ladder and safe access platform work. Ergonomic risks	General work on ladder H
Temporary works	Failure of structure – injury to personnel	Monitor
HBA	SARS-COV2, Hep ABC, unknown HBA	H
Shifts and night work	Fatigue, risk behaviour and increased risk of injury	H
Manual handling	Ergonomics, muscle strain injury	High
Excavations	Farm animals, children, farm machinery Workers working in tight deep spaces unknown soil conditions waterlogged excavations, leaving works open Wrong method, no supervision	High
Noise, Dust, Vibration	Alterations and refurbishments will increase these hazards and health and safety impacts on workers and patients	High
Unknown work areas	Overhead power lines, underground services, water courses, roads, farmer activities Theft, unrest, stock loss	High
Lack of employee facilities	Abluting, waste pollution, lack of water to drink for maintaining hygiene, HBA spread, lack of competence	High
Controlled access	All Contractors must have marked reflector vests stating whom they work for;	Public and project liability High



	No work between 12md and 14hoo procedures Rules as to staying outside the farm environment, no smoking during works and behavioural codes of conduct Covid monitoring to be done before access to works is allowed. Failure will result in loss of reputation, contract and increase stress and time delays.	
Failure to manage individual and contractual information: Contracts, Individual Information: medical monitoring, IDs, contact details and so on.	Legal liability	H
Fire and Emergency Risks	Veld fires Distance away from emergency services	VERY HIGH RISK

Special Warning: Dip is a hazardous chemical and can cause pollution of ground water systems, or be toxic to humans: look at the best environmental products and manage wastes properly: this education should form part of the farmers operational packs at end of the project life cycle, whilst be designed out as safely as possible before construction begins.

### NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

The PC shall notify the Provincial Director of the Department of Employment & Labour (DoEL) in writing, in the form of the Annexure 2 in the Construction Regulations. This shall occur after award of the contract, but before commencement of construction work. Proof of submission and/or receipt must be provided in the SHE files given for assessment and approval.

Work will not commence without the Notification being correctly completed and signed by the Client. The Notification shall only be signed by the Client following the approval in writing by the H&S Agent.

Where changes to the conditions given in the submission are required (i.e., Contractors, completion dates, increase in workers), a revised Annexure 2 must be submitted to the Department of Labour. It is preferable that the completion date includes the defect liability period. A copy of the notification form and any further submissions must be kept in the H&S file for review purposes and forms part of the historic project documents for close out.

### HEALTH AND SAFETY PLAN & IMPLEMENTING FILE FRAMEWORK

#### PC Plan:

The PC H&S Plan and implementing file shall contain (not be limited too) the following main components:

- General
  - Site lay-out plan with escape routes shown
  - Site camp lay-down areas indicated
  - Hoarding indicated
  - FA
  - Firefighting equipment
  - Baseline program.
- General administration
  - Contact details and email addresses of the PC management team should be in the front of the file.
  - Client appointment of PC
  - Notification of construction work, noting demolition
  - Section 37.2 agreement between Client and PC, and where applicable with sub-contractors
  - Number of anticipated employees for the works.
  - Letter of good standing with an approved workman's compensation insurer
  - Client Specification
  - PC SHE Plan and implementing file
  - Approval of SHE Plan and implementing file by the CHSA.

- List of sub-contractors expected on the project
  - H&S Policy
  - Smoking Policy
  - Current letter of good standing
  - UIF Registration
  - SARS clearance
  - POPIA Policy
  - Risk assessment (Not limited too)
- Client HIRA & PC: -
- Assessment methodology
  - Review and monitoring procedures
  - HIRA & Proposed risk control methods
  - HBA
  - Ergonomics
  - Fire
  - Safe work procedures and Method Statements (Not limited too)
    - To be developed according to identified significant risks
    - To be formally documented by a competent appointed person.
    - HBA
    - Ergonomics
    - Fire
    - Waste
    - Demolition Plan
  - Organogram & Appointments & appointee competency
    - Records of all appointments applicable to the scope of work and as mandated by the Construction Regulations
  - Training, awareness and other competence documents
    - Competencies of appointees applicable to the scope of work and as mandated by the Construction regulations
    - Records of H&S committee meeting
    - Records of training
    - Records of inductions: to include all Client critical requirements)
    - Records of toolbox talks or similar awareness training
  - Emergency preparedness and incident management
    - A formal incident reporting, investigation and corrective action procedure to be established
    - A formal emergency response plan to be established, in line with the client emergency response plan, site lay out drawings to show routes through each phase of work.
    - OHS documents required:
      - Client Complaints Register
      - Annexure 1 (GAR)
      - COIDA forms
      - General Monthly Incident register
      - Investigation forms
  - Monitoring and measurement
    - Registers and checklists applicable to safe work procedures and identified risks and as mandated by the Construction regulations.
    - H&S Officer Audit templates for Sub Contractor Monthly Audits
    - Medicals as mandated by the Construction regulations recorded on Annexure 3
    - IDs of all on site
  - Site Rules
    - Housekeeping
    - Waste management
    - Hygiene management
  - Employee contractual issues
    - Proof of UIF payment
    - Work hours and work attendance
  - Complaints Register
  - Other

### **Close out**

The PC must consolidate the OHS files for close out of appointments and medicals.  
All Audits and audit responses must be filed.



DoEL visits and findings to be filed.

Medical control register must be filed.

Examples of Inspections, toolbox talks, and totalled training information must be shared.

OHS Spec, approved Plan and method statements, PC appointments and 37 2, COIDA history, incident records must be filed.

Scan on a disk for issue to Newground and hand over the full files to Newground to return to Client representative. Ensure that you as the PC have kept any legally required information for appropriate and legal compliance to record keeping internally.

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

Appointments mandated by the OHSA and specifically the Construction Regulations required. It must be noted that site Section 8 management should not be changed without reporting first to the PA/ Client/ CHSA as these competent role players are critical to H&S compliance and project sustainability.

These appointments may include amongst others the following:

- Appointed Management Representative (16.2) Construction Manager (CR8.1)
- Construction manager alternate (8.1.a)
- Ass. Construction Manager (CR8.2)
- Registered SACPCMP competent CHSO (CR8.5)
- Construction Supervisor (CR8.7)
- Ass. Construction Supervisor (CR8.8)
- Risk Assessor (CR9.1)
- Incident Investigator. (GAR 9.2) Client complaints register must form part of recorded and investigated incidence.
- Construction Environment controller: Dust and noise management must form part of the duties
- Emergency Controller
- Covid Compliance Manager and Controller
- Electrical Machinery Inspector (CR24.e)
- Stacking & Storage Supervisor (CR28.a)
- Fire Equipment Inspector (CR29.h) Incident Investigator (GAR9.2)
- Health and Safety Representative (Sec.17) First aiders (GSR3.4)
- Electrical Tools Inspector,
- Hand Tool Inspector
- Hazardous Chemicals Supervisor
- Ladder Inspector
- Scaffold safe access platform inspector
- PPE Inspector. (Every person on site must be identifiable as to the person they work for.)

Relevant appointments must be documented, signed and dated. Appointees must be competent as per definition and where applicable are responsible for any inspections due under their authority.

### **Construction Supervision mandatory to H&S on site.**

Competent supervisors will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility. All site supervisors must show evidence of basic training in H&S, and an understanding or training in areas of responsibility (i.e., risk assessments, method statements etc.).

Multiple competent supervisors may be appointed where justified by the scope and complexity of the works. Curriculum Vitae (CVs) are to be submitted for approval by the Agent, and/or Client. Each supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

### **Construction Health and Safety Officer**

The PC will employ at least one competent full time, registered CHSO for the duration of the contract. The H&S Officer's CV is to be submitted for approval by the H&S Agent, preferably at pre-tender phase. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e., mobile phone, computer and internet access, vehicle etc.) Qualifications shall include at least, SAMTRAC or similar (e.g., NEBOSH), with a minimum of two years exposure to Civil Engineering Construction in an OHS capacity. He should also have undergone training in the Act and Regulations. In the case of a contract where sub-contractors are employed, the H&S officer must have the competence to evaluate the Sub-Contractors Health and Safety plans and audits.

This person may not hold any other position on the site staff.

The H&S Officer will manage and be responsible for all H&S on the project, not diminishing the legal liability of the 8.1 with regard to OHS. Senior site staff and supervision, Contractors are to follow systems, instructions, etc. given by the H&S Officer at all times. Failure to ascertain co-operation in this regard must be recorded in writing to the CHSA whom must action these concerns.

The **above is not negotiable** and should the PC not implement this control during the project life cycle; a 5.1.q will be issued until the situation is corrected.

### **Health and Safety Representatives and Committee**

In the event that 20 or more personnel are appointed to the project (PC labour, Sub-contractor labour and temporary labour) the principal contractor is to appoint H&S Representatives as legislated in section 17 and 18 of the OHSACT. H&S Representatives are to be appointed following the start-up of the project. In the event that more than 2 H&S representatives are appointed, the PC will appoint an H&S Committee. H&S Committees are to meet at least once per month for the project duration. Formal minutes and agenda items as mandated by section 19 and 20 of the OHSACT must be held. SHE reps must be encouraged to take part in audits.

### **Appointment of Competent Contractors**

The Principal Contractor is to ensure compliance with the Clients minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applicable to all Sub-Contractors. A listing of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor and ensure co-ordination of the works between the sub-contractors appointed on site. Oversight to ensure holistic works processes is mandatory.

## **GENERAL RISK MANAGEMENT**

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

Potential health risks may include but are not limited to:

- Silica dust (Cement, demolition dust)
- Noise – NIHL
- Working at heights: trusses and roof works
- Exposure to hazardous chemicals (As listed in the Hazardous chemical substances regulations)
- Electrocution and shock
- Vibration may cause peripheral nerve damage.
- Night work has impact on normal sleep and digestive cycles and may increase work related Health risks.
- Ergonomical induced body strain and stressors: Back and neck, muscle fatigue
- HBA
- Physical agent impacts: weather.

Medical examination and routine medical surveillance must be conducted by occupational medicine practitioner (As defined in the OHSACT). These medicals must be conducted as per the statutory requirements of the Construction Regulations.

Annexure 3: Fit for work. Restrictions must be noted by the service provider.

Medicals may include the following:

- Full medical, surgical and occupational history;
- Full physical examination,
- Screening audiometry
- Spirometry
- Visual acuity.
- Fitness to work at heights
- Biological screening as per the Hazardous Chemical Substances regulations

Keep records as specified in legislation and according to the risk exposure

### **Noise Risks**

All plant and equipment are designed to a technical and safety specification. Despite this most of the plant, power tools and equipment that is used generate sufficient noise as to cause Noise Induced Hearing Loss (NIHL).

Employee working in the immediate vicinity of noisy machinery must wear approved hearing protection  
Audiometric testing of all workers is to be included in the medical surveillance program.

### **General Environmental Conditions**

Construction related waste must be handled, stored and transported as per the requirements of the National Environmental Management, Waste Regulations.

Good housekeeping practice must be managed and maintained at all times.

Prevention of fires require strict housekeeping controls.

### **Emergency Procedures**

A documented emergency plan must form part of the documentation within the H&S Plan.

No Smoking unless in a safe designated area. No fire is allowed on site.

First aiders shall be available as per the requirements of the General Safety regulations. First aid kits must be provided and maintained as per the minimum contents of a first aid kits (General Safety Regulations).

### **First Aiders and First Aid Equipment**

Competent, trained First Aiders are to be formally appointed for the project.

First aiders shall be available as per the requirements of the General Safety regulations. First aid kits must be provided and maintained as per the minimum contents of a first aid kits (General Safety Regulations).

Only competent and trained personnel may be appointed as First Aiders. First aid training may only be conducted by DOL approved training providers, as per the requirements of the General Safety regulations.

### **Fires and Emergency Management**

The PC must ensure that any fire risks will be managed appropriately. The emergency plan is to include the risk of fire at the site.

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

Work that requires lock out, dead conditions, early warning must be identified, method statements done, approved and communicated.

Signage to warn of hazards must be noted.

Electrical equipment and extension cords must be used correctly to minimize fire risks.

Lock out to be used as relevant.

COC for temporary access to electricity during the building must be issued by registered DOL electrician.

Electrical work to be monitored by the same as above competent person.

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

The PC will ensure there is a formal management system procedure to report, investigate and determine corrective actions for all incidents. All serious incidents involving any form of disabling injury or fatality are to be reported to the Architect and H&S Agent telephonically immediately.

Incident reporting as mandated by section 24 of the OHS ACT as well as the General Administrative Regulations 9 and 10 must be strictly adhered to.

This shall be confirmed in writing as soon as possible after the incident. Full details are to be included in the H&S meetings, and each site meeting.

A monthly general incident register must be done. It must include public complaints.

All Client complaints are to be recorded as an incident and investigated. The complaints register must form part of the audit.

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

The wearing of the identified SANS approved PPE at all times is non-negotiable. The PC shall ensure that all workers (Including Contractors and other PCs) are issued with and shall wear PPE suited to the risks to which they may be exposed. This equipment may include amongst others:

- Hard hats;
- Protective footwear;
- Reflective bibs or vests and overalls with reference to the employing Contractor.
- Eye and hearing protection, and
- Any other necessary PPE identified from MSDS's or risk assessments.

Adequate quantities of PPE shall be kept on site at all times. This shall include necessary PPE for visitors.

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

On-site H&S signage is required. Signage shall be posted up at the site entrances, as well as at fixed or temporary working areas, on scaffolding, hoarding and other potential risk areas/operations including vehicles. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to include (but not be limited to) the following:

- 'No unauthorized entry';
- 'Report to site office';
- 'Site office';
- 'Beware of overhead work';
- 'Hard hat area' or other PPE requirements noted;
- First aid box positions (including vehicles), and
- Fire extinguishers
- No Smoking
- Temporary Escape Routes

Signs shall be posted permanently or temporarily at areas of work onsite indicating that a construction site is being entered and that persons should take note of safety requirements.

The Contractor shall establish a system for controlling entrance to the Site office and camp area.

Identification of employees of all contractors must be visible either on the overalls, reflector vests or hard hats. Failure to have an employee fully identifiable to the contractor, will lead to the person being removed from site.

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

A formal induction program is to be submitted as an addendum for approval with the H&S plan. Fire safety and security must form part of the induction plan. Inductions must be carried out for all workers and visitors to the site. Pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such training is to be done at least daily. Records of inductions and pre-task training are to be kept in the H&S file.

Any person found on site without proof of induction will be removed from site until the proof is supplied.

### **Transportation of Workers on Site**

Transportation of workers shall comply with the relevant legislative requirements. Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered. The cover shall be securely fixed to the vehicle. No equipment or materials shall be transported in the same vehicle at the same time as workers. Failure to transport workers in a safe manner will be regarded as a serious offence. Tenderers must indicate in their OHS plans what type of transport is envisaged and how this will be managed.

### **Auditing**

External auditing by the H&S Agent or the appointed competent CHSM, will be done at least monthly or more frequently if deemed required by the H&S Agent, Client or Architect. The site will be inspected and applicable H&S documentation audited relative to the activities and H&S plan. The H&S Officer and the SHE Reps of the PC must accompany the Client, or the H&S Agent, on all audits and inspections.

The PC will ensure that all their Contractors are audited at least monthly prior to the H&S Agents monthly audits. Audits may be done more frequently where short-term contracts are in place, or deemed high risk. Audit results will be acted upon and non-conformances must be corrected. The Client, Architect or H&S Agent may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site.

Generally, the Audit report must be responded too with a formal Audit close out report within 7 days of receiving the report. The response must be evidence based and where not able to close out items; Give a timeline for close out. Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant.

### **Communication on Site**

All communication on site will be done through the Architect to the PC and be in writing, including the issue and responses to non-conformances and H&S audit results.

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

Adequate toilets, clean, safe drinking water and decent shelter will be afforded workers at all times. The supplier must ensure services are done weekly.

Hand washing stations must be provided at the site camp and within the works area.

Security of the site camp is critical. Employee possessions must be safe guarded and not be found in the works areas.

The Environmental Regulations and Facilities Regulations will be adhered to at all times.

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

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

No person is allowed to work or access site if under the influence of alcohol or other substances that could impact on their own or others safety. The PC is to have a drug and alcohol policy available to manage such instances.

These requirements are applicable to any employee of any organization providing services on site. Penalties may also be applied by the Client, OHS Agent or Architect.

#### **NON-CONFORMANCES**

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

#### **Failure to Comply with Provisions**

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer or the Client's H&S Agent, shall be sufficient cause for issuing a 5.1.q instruction.

#### **MEASUREMENT AND PAYMENT**

Occupational Health & Safety is contained in the Preliminaries section of the Provisional Bills of Quantities.

It is expected that the PC must adequately provision for the cost of managing health and safety on the project by pricing for the works items as per supplied BoQ.

## ANNEXURE A: NON-CONFORMANCES AND PENALTIES

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

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

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

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

## ANNEXURE B: BASELINE RISK ASSESSMENT

### PURPOSE:

Create risk awareness with regard to risks known at tender time, anticipated risks and highlights the dynamic nature of ongoing analysis, awareness, planning and control implementation throughout the project life cycle.

## Risk Assessment Matrix

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

**Severity Table**

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





		No or superficial injury	No Exposure		
<b>Likelihood Table</b>					
<b>Pt</b>	<b>Likelihood level</b>	<b>Likelihood of Occurrence / Exposure Criteria</b>			
<b>5</b>	Frequent	Likely to occur many times per year			
<b>4</b>	Moderate	Likely to occur once per year			
<b>3</b>	Occasional	Might occur once in three years			
<b>2</b>	Remote	Might occur once in five years			
<b>1</b>	Unlikely	Might occur once in ten years			



## Risk level Determination - 5 x 5 Matrix

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

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

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

BASELINE HAZARD IDENTIFICATION AND RISK ASSESSMENT													
CLIENT / EMPLOYER				DEPARTMENT OF RURAL DEVELOPMENT & AGRARIAN REFORM									
PROJECT / CONSTRUCTION SITE & EXACT LOCATION OF THE WORKS				THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT.									
Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating						
1a.	1b	1c.	1d.	2a.	2b.	2c.	3a.	3b	3c	3d	3e	3f	
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN *	Risk Control Measures	Severity	Likelihood	RPN *	Responsible Party/ Person	Remarks	
1	Notification to DoEL	Principal Contractor not submitting the required documentation timeously. Client information delays	Delayed submission of documentation to the Department of Employment and Labour resulting in project delays.	4	4	16	It is very important to notify DOL of each project. Failure to do so will place legal liability on the Client for not having enforced DOL awareness of any of the construction activities,	2	2	4	N/A	Critical legal compliance,	
2	COIDA	PC not insured against work related diseases and injuries: liability and penalties revert to Client.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Every contractor must have valid Compensation Insurance and a letter of good standing	1	1	2	Client and PC	Critical legal compliance,	
3	SHE File and approved plan, specifications and Drawings	Illegal conduct, no planning for safety, no proof of information sharing: fatalities and injuries,	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Contract must ensure OHS is planned for in competency and resources.	1	5	5	Client and PC	Critical legal compliance,	
4	Gaining access to site. OHSA 8.9.12.15.	Access not planned, site creep not controlled, traffic not planned. Farmer frustrated, public complaints. Children at risk. Farm animal attacks, Crushing.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	"Proper layout of site by Construction Manager, taking into consideration all transport plant and material movements and storage on site.	2	3	6	8.1 & 8.5	Manage & audit	

5	Site security and safeguarding	Lack or absence of access control. Inadequate security controls. Loss of client documents and processes. Fire and community unrest. Lack of Covid monitoring at access point. Access to works by children, animals. Excavations.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Security guards to be appointed to keep watch. No smoking in works areas, Do not make fires, supervision, work scheduling. Symbolic safety signage. Covid warning and monitoring, manage hygiene. Ensure excavations, tools, materials, and equipment is managed safely.	3	3	9	Principal Contractor	Manage & audit
6	Storage of flammables GSR 4 & CR25	Unsafe storage of flammables. Mixing polymers, combustibles, and flammables'. Lack of MSDS controls. Fire, explosions, poisoning, cattle losses, children poisoning.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Flammable store to be well ventilated and fitted with a roof to protect from direct exposure to sunlight. HCS Supervisor / Controller to be designated in writing. Induction of workers and visitors. No smoking controls and signage. Containment. Warning signs. No spillage.	5	1	5	Principal Contractor	Manage & audit
7	Electrical Installations Temporary electrical installations CR 24 and ER, EMR	Incompetent and/or unregistered electricians. Incorrect/unsafe installations. Damaged cables. Exposed wires. Wrong lead use. Fires, shock.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	4	16	Installation to be done by a competent registered electrician or registered electrical contractor. Electrical Installations Inspector to be designated in writing. PC to ensure dead conditions prior to work activity and demolition. Lock out procedures as required. COCs and lock out where required. Generators to be safe for use.	4	1	4	Principal Contractor	Proceed with care. Additional control is advised. Temporary Electrical Installations Inspector to monitor and control.

8	Availability of basic facilities and emergency services / equipment. CR. 29, 30.	Not having the essential services readily available. Failure to care for work force will result in losses. Health impacts, injuries, client risks. Disease transmission.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	5	20	Plan, Provide and implement. Client to ensure provision of funds and that funds are used correctly. (Ablutions, Equipment, Safe work gear, PPE, Water, Scaffold, ladders, Barricade and so on.)	3	2	6	Principal Contractor	Ensure provisions go to the labour on the ground. Audit. STOP WORK if employees are not given relevant facilities.
9	Public safety OHSA 8.	Transmission of HBA and disease. Lack of safety hoarding and works controls. Lack of managing deliveries. Lack of access control. Environmental destruction. Loss of water quality. Poor communication with public: unrest, Veld fires	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	5	20	Induction of workers and visitors. Symbolic safety signs and notices. Work scheduling and traffic routes planned and controlled. HBA controls. ID of workers. Promote Liasson with community and keep agreements in writing. Respect farmer operations and needs. Educate on cattle risks.	3	2	6	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
10	Designation of laydown areas	With inadequate space various materials will be stacked on top of each other causing unstable stacks. Lack of cleaning of material and equipment, poor maintenance and control of areas. Site creep. Pollution of external areas.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	3	15	Laydown areas to be sufficient in size. Timber poles and/or other suitable base material to be available to stack materials on. Laydown areas to be of firm level ground. Laisse with Client and plan. Do not allow demolition rubble, deliveries to crowd access. Lay down areas must be inspected. Spoil control is critical.	3	2	6	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.

11	Employee Facilities: ablution s, water, shelter, and services.	Illegal facilities: pit latrines. Unclean and unhygienic ablution facilities. Non-ventilated ablution facilities. Mosquitos and odour. Covid transmission. Lack of drinking water. Employee neglect. Spread of HBA: No handwashing facilities. Absenteeism.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	5	20	Toilets are to be well ventilated and always kept clean and hygienic. Chemical ablutions are advised. Water for washing of hands to be readily available. Educate on basic hygiene in disease prevention.	3	2	6	Principal Contractor	Proceed with care. Additional control is advised.
12	Poor waste management	Leaving materials, domestic waste, chemicals lying around draws rats, can be a hazard to workers,	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	4	16	Good housekeeping and waste disposal always in work areas and laydown areas. PC will have to ensure that building rubble and wastes are correctly timorously disposed off.+ Note to encourage quality construction as principal practice to avoid material waste, double handling.	2	2	4	Principal Contractor	Require a waste disposal Method statement.
13	Selection of workers / staff for site	Employees medically unfit and incorrectly placed for job categories. Vulnerable employees. Fear of reporting illness	Loss of life. Loss of material, time, finance, reputation. Public liability risks. Accidents resulting in injuries and/or damage to property.	4	5	20	All employees to have medicals done before commencing work on site. Employment of local labour to be done in accordance to issued specification relating to the matter. Ensure communication without victimization.	3	3	9	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
		Incompetent staff appointed on project. Some of the works require specific skills, construction failures, redo and increased risk to workers, farm workers, community members, animals.		5	4	20	Skilled staff to have proof of competencies available. SUPERVISION.	3	3	9	Principal Contractor	Pre-employment controls

		Lack of adequate staffing for work Lack of Statutory compliance UIF and contracts		5	3	15	All staff to be inducted for site before work commences. Contractor to ensure induction is project specific. Everyone coming into the site for the first time must be inducted (Visitors). Staff to have COIDA, Contracts and UIF, fit for work.	5	1	5	Principal Contractor	Proceed with care. Additional control is advised.
<b>*RPN - Risk Prioritization Number</b>												
<b>WORK SPECIFIC RISK ASSESSMENT</b>												
1	Use of hand tools	Sub-standard and unsafe hand tools; Incorrect use. Lack of hygiene	Loss of health and injuries. Loss of material, time, finance, reputation. Public liability risks.	2	5	10	PPE, checks/inspection registers, control, training.	2	3	6	Principal Contractor	Monitor.
2	Use of portable power tools	Sub-standard electrical power tools and incorrect use thereof. Lack of hygiene. Tripping client operations.	Loss of health and injuries. Loss of material, time, finance, reputation. Public liability risks.	3	5	15	Control, checks, issue and inspection registers to be completed, Training, emergency action / plan. COC's for compliance	3	3	9	Principal Contractor	Monitor.
3	Use of generator for power tools	Fumes, fire, health impact. Injury.	Loss of health and injuries. Loss of material, time, finance, reputation. Public liability risks.	3	4	12	fire extinguisher on hand. Generator has machine guarding and in good condition. Employees trained in use, Good ventilation.	2	3	6	Principal contractor,	Monitor
4	Loading and Off-loading	Unsafe offloading of material and unsafe material stacks; Heavy objects and manual handling; Shortage of persons for task; Vehicle accidents. Pollution	Injury and loss of finance, reputation, and contract. Loss of time and material.	3	4	12	Adequate number of workers for the task at hand; Proper training and induction on manual handling techniques; PPE and adequate supervision; Use designated area for offloading, stacking and storage of material. Plan. Delivery of supplies must ensure no dumping external to site.	3	3	9	Principal Contractor	Site layout plans should be used check delivery impacts.

5	Stacking and storage	Improper stacking and storage.	Serious injuries and/or fatalities.	3	4	12	Good housekeeping; Competent Stacking & Storage Supervisor; Demarcated material laydown areas; Stacking and storage inspections;	3	3	9	Principal Contractor	Remedial action is required
6	Lifting operations	Unsafe use of lifting equipment and Lifting plant (Cranes) Lifting Equipment / Tackle not load tested; Incompetent Operators. Falling of suspended loads due to poor condition of equipment and incompetence,	Loss of health and injuries. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Load testing and inspections, Inspection registers & load test certificates: Control by equipment identification, replace defective equipment; Accredited training per category/unit standards of Lifting machines.	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
7	Working in Elevated Areas / Heights CR. 10 and 16 GSR6. SANS 100085. Anticipated max height 4.5m.	Unsafe / incorrect use of ladders / scaffolding; Poor erection of scaffolding; Non-Use of Recommended FAS; Lack of Edge Protection; risk behaviours	Loss of health and injuries. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Up to double storey roof height. Comprehensive fall protection plan developed by a competent fall protection plan developer; Competent scaffold erectors and inspectors; Proper erection and inspection of all scaffolding; Work at heights training and competency; Adequate supervision;	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
		Falling objects. Ill employee. Weather: lightning, high winds and rain. Poor housekeeping	Loss of health and injuries. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Installation of nets and toe boards; Worker training and induction; Regular toolbox talks; Identification of "no go areas" and putting up warning signage; Provision of hard hats and other PPE; DSTI's and control off loads	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.



8	Excavation Work Cr 13 GSR 7. Maximum depth 1.8m. Cut of platform to survey level.	Use of heavy equipment on site to excavate; Incompetent operators; Poor visibility; Underground or overhead services. Poor soil conditions, vertical cut to embankments, rain and lack of storm water controls. Lack of safe access.	Loss of health and injuries. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Appoint competent Excavations Supervisor; Fit and competent operators to be appointed for the job; Workers to wear high visibility clothing at all times; Worker training and induction; Regular safety talks; Workers to stay clear of heavy machinery; Dust control measures to be in place; Storm water management Minimize excavations left unfilled. Barricade.	4	4	16	Principal Contractor	Risk focus for this site
	Excavation Work (Cont.)	People & vehicle / plant movement in close proximity to excavations. Serves is a serious hazard	Serious injuries or fatality; Asset Damage; Production Loss;	5	4	20	All excavations deeper than 1.5m shall be adequately shored and braced if not sloped; All excavation areas to be barricaded until backfill is complete; Daily Excavation inspections to be conducted before work commences by the appointed inspector (CR13(1)(a)); Checklists to be handed to safety officer for filing; Warning & prohibition signage to be installed at access to excavation. Restrict access to excavation area only to authorized persons & plant.	5	3	15	Principal Contractor	Constant monitoring and control.

9	Existing Services	Not being aware of existing services (i.e. Electrical and data cables; water and sewer lines)	Damage to existing services; Power cuts, flooding and sewer spillages; Coming into contact with live electrical services may result into electrocution causing serious injuries or even fatality;	5	4	20	As-built drawings and drawings for existing services; Induction of workers and proper work instruction; Wearing of non-conductive gloves when exposing services by hand; Competent operators; Adequate supervision;	5	3	15	Principal Contractor	Working fully aware of risk.
10	Operating of Heavy Construction Vehicles and Mobile Plant on site	Failure to inspect vehicles and mobile plant; Faulty vehicles and plant; Lack of access and route planning. Lack of access control.	Equipment failure resulting in serious injuries or fatalities, asset damage and production Loss	5	4	20	Daily pre-use inspections by drivers and operators; Maintenance plans / schedules and implementation; Induction of workers and visitors; Plant to be equipped with warning devices (construction light, reverse hooter, flag, etc.)	4	2	8	Principal Contractor	Remedial action is required
		Incompetent and unfit operators; Not planned deliveries, no traffic controls	Vehicle and plant collisions resulting in serious damage to property and loss of production; Workers / visitors being bumped or run over by vehicles and plant resulting in serious injuries or even fatality;	5	3	15	Operator to be inducted & appointed in writing; Proof of medical fitness to be available; Proof of competency and licencing to be made available prior; High visibility clothing and alertness to the immediate surroundings; Site access is restricted with Client needs. PLANNING.	5	3	15	Principal Contractor	Remedial action is required

11	Temporary Works CR. 12	Poor or no temporary works designs; Incompetent Erectors and / or Inspector; Poorly erected temporary works; incorrect supports	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Competent appointed person/s to design, supervise, inspect and approve temporary works must be appointed; Temporary works designs to be made available; Training of temporary works erectors; Regular safety talks and adequate supervision; Inspection of temporary works as prescribed;	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
12	Steel Fixing	lack of proper hazardous waste management on site; Incorrect disposal of hazardous waste products; Lack of proper hazardous waste bins; Falling, tripping, eye injuries	Tripping / falling over obstacles on ground resulting in injury to workers;	3	5	15	Daily removal of offcuts/ left over steel: daily tidying of stacked/ stored material; Create level pathway to job;	3	3	9	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
			Loose deck plates allowing workmen to fall through, fall from height resulting in serious injuries or even fatality; Plan for 1.5 m distancing during works	5	4	20	Provision of working platform with access ladders and handrails, as a well as fall arrest equipment where scaffold is not possible; Supervisor to ensure deck panels are inspected before commencing work;	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
13	Concrete Work - Delivery of concrete by supplier (Ready Mixed)	Ready-mix trucks may collide with other vehicles on site; access for plant delivery. Environmental damage to ground water systems	loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	4	16	Ready mix to indicate prior to entering the site and be guided/directed to the off-loading zone, ensure min speed limit clear access route of other site vehicles as well as workers; Ensure safety of farming operations.	4	3	12	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.

	Concrete Work - Delivery of concrete by chute to job	Manual handling of chute; Uneven terrain / obstacles on ground may cause slips/ trips/ falls; Restraint on access	Injuries to workers: hands, body, head etc. Damage to structures.	4	4	16	Training in correct handling methods / provision of gloves; Ground to be free of obstacles; Supervisor to ensure correct / specified Gloves are worn (PVC);	4	3	12	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
	Concrete Work (Cont.) - Delivery of concrete at height over 1.5m	Fall from height;	Serious injuries or fatality;	5	4	20	Provision of working platforms with access ladders and handrails; Supervisor to monitor and take control;	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
	Concrete Work - General (Placing concrete from bucket hoisted by crane)	Concrete bucket hitting the worker; Opening and closing of bucket; Environmental damage. Failure of lifting equipment.	Injury to workers, time lost, and possible fatal incidents. Environmental pollution.	5	4	20	Only the Banksman / Spotter responsible for directing the crane during loading and discharging, workers to be advised to stand clear of the path of the bucket; Supervisor to ensure clear visual communication at all times; Ensure bucket is properly closed after each placing, use correct PPE issued on the "PPE Schedule"	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
	Concrete Work - General (Vibrating concrete)	Concrete splash from vibrating, operating the poker; Noise	Injury to workers, possible serious injuries; Health impacts: Noise, vibration, and dermatitis	4	5	20	Use correct PPE issued on the "PPE Schedule" Operator self-check for PPE; Supervisor to ensure and control;	4	3	12	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
14	Brick Work: new buildings	Mixing of mortar - Faulty hand tools; Wrong mix and poor-quality sand	Injury to workers, poor quality control and poor reputation.	3	5	15	Supervision, design implementation. Use of correct PPE, tools in good condition; Supervisor to monitor; Regular toolbox talks;	3	3	9	Principal Contractor	Remedial action is required

		Stacking or Placing bricks at work - Bricks falling over, brick could cut skin	Injury to parts of the body. Ergonomic hazards	3	5	15	Proper and safe stacking of bricks; Use of correct PPE; Regular toolbox talks Adequate supervision;	3	3	9	Principal Contractor	Remedial action is required
		Supplying mortar to bricklayer; Brickwork's to walls - faulty hand tool, poor standard of scaffolding or trestles	Injury to parts of the body	3	5	15	Use of correct PPE; Good standard of scaffolding/ trestles, tools in good condition;	3	3	9	Principal Contractor	Remedial action is required
		Placing window, door frames, and lintels - Falling frames and lintels;	Injury to workers, possible serious injuries;	4	4	16	Checks to be done to confirm that windows and door frames are well stayed; Use of correct PPE; Supervisor to monitor and control;	4	3	12	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
15	Emergency planning and response CR. Requires emergency planning for high-risk work.	Fire, collapse of structures, theft, fatalities, HBA outbreak. Injury and health emergencies. Outages. Public complaints and unrest. Loss of public property, animals, unrest.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Plan for when things go wrong: Appoint emergency coordinator, display route plan to assembly areas. Ensure access to these areas. Have emergency and relevant role players contact numbers. Co-ordinate with Farmers Build relationships with Police and relevant service providers. Plan for project continuity. Plan to prevent incidence. Have Incident procedures.	5	3	15	Principle Contractor.	Fire prevention method statement. Emergency response to have a plan of action.
16	Contractor Management	Unapproved contractors on site. No COIDA. Lack of competent oversight by PC.	Legal non-compliance; Risk to Client and project; Stoppages due to non-compliance;	5	4	20	Plan for when things go wrong: Appoint emergency coordinator, display route plan to assembly areas. Ensure access to areas. Have emergency and relevant role players Contact No. Co-ordinate with Client.	5	3	15	Principal Contractor	Remedial action is required

							Relationships with Police and relevant se					
<b>*RPN - Risk Prioritization Number</b>												
<b>HBA GENERIC RISK ASSESSMENT</b>												
1	Preparation for works commencement on site	Lack of knowledge and planning: HBA: SARS COV-2 and variants, Hep A,B,C, Tb, HIV, E-Coli.	Failure to comply with legal requirements resulting in work stoppage, increased infection rates, and possibly legal action against the PC.	5	5	25	Check that you have updated knowledge on outbreaks and local disease conditions. Farms give exposure to animals whose health status may impact on builders. Rabies out breaks must be monitored. Ensure Hygienic works conditions, Educate.	5	1	5	Principal Contractor	Proceed with care. Additional control is advised.
2	Site Preparation	Lack of knowledge. Lack of hygienic work conditions. Lack of reporting ill health. Fear of victimization. Lack of understanding the unseen risks: HBA: - Bacteria, viruses, parasites, fungi, spores.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	5	20	Decontamination / disinfection of workplace and equipment before commencing work and at regular intervals; Disinfectant to be available and employees to be made aware to clean surfaces regularly; Procurement of HBA suitable PPE prior to returning to site; Hygiene facilities, waste management. separation of animals from works areas.	3	3	9	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.

3	Occupational Health / Symptom-Screening	No Fit 4 Work medicals, no encouraging reporting if ill. POPIA *illegal management of employee data. Failure to detect HBA risk and lack of controls, Transmission, and outbreaks.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Should Covid outbreaks be a risk: COVID-Ready Workplace Plan, Policy and method statement to be available relating to screening surveillance. All workers are to be symptom screened at the time that they report to work, to ascertain whether they have any of the observable symptoms associated with COVID 19, namely - fever, cough, sore throat, redness of eyes or shortness of breathing. PC to provide methodology to remove staff from site safely to an identified test site; Workers to be made aware of risk of non-disclosure of COVID-19 symptoms; Staff in exposed age group and compromised health condition to be considered high risk and managed appropriately. Site security fence to be maintained and all access points to be controlled / manned.	5	3	15	Principal Contractor	Awareness of general HBA risks.
4	Induction/Training	Failure to induct workers and lack of training; Lack of correct and updated information/ awareness. Lack of Induction warnings of hazards in access to site, Failure to inform on HBA R and Code of Practice: managing	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Copies of all the updated and relevant regulations and guidelines to be readily available on site and communicated to workers; Information / Awareness posters to	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.

		exposure to Sars Coc 2 in the workplace 2022.					be conspicuously displayed at strategic positions on site; Toolbox talks / DSTIs addressing COVID 19 related risks. Induction must address Client needs, access and traffic risks. EDUCATE. POPIA policy implemented. Vaccine HIRA in place.					
5	Demographics of labour	Vulnerability due to age, underlying auto-immune or chronic disease/s. Transporting incorrectly. Poor behaviour post vaccinations. Ill health experienced post vaccine not reported or treated.	Health complications of vulnerable groups once infected with the virus; Possible death.	5	4	20	List of vulnerable employees to be maintained; The screening surveillance policy and method statement to be adhered to; Induction, DSTIs and toolbox talks to be done daily on topics relating to Covid-19, personal hygiene, and PPE. Strict enforcement for use of PPE; Job substitution, if possible, for those who are affected. Staff in exposed age groups and compromised health conditions to be considered high risk and managed appropriately. HIRA for vaccination controls:	4	3	12	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately. Letter DOL 14 10 2021> 50 employees HIRA to DOL, symptomatic cases, positive cases: <a href="https://ohss.nioh.ac.za">https://ohss.nioh.ac.za</a>
6	Origin of labour	Use of public transport to get to work and to move between towns and cities, districts, municipalities and rural villages; Workers who may have come into close contact with suspected COVID-19 cases, transmission. Poor sneeze and cough	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Selection and provision of transport services compliant with gazetted requirements. Policy and procedures and rules for travel, where possible to limit the use of public transport, or to arrange selective methods of transport,	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.



		protocols, lack of knowledge.					ongoing toolbox talks and if possible, supply of cloth masks to be worn when travelling. Limitation of border crossing unless specialised contractors. Staff in exposed age group and compromised health condition to be considered high risk and managed appropriately.					
7	Personal hygiene	Poor personal hygiene and improper cough / sneezing etiquette. Spread of Covid 19 and other HBA's.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	3	15	Workers to be trained on proper personal hygiene, which training must include the following: - Frequently clean hands by using provided alcohol-based hand rub or soap with water. - Covering of mouth and nose with a flexed elbow when coughing / sneezing - Maintaining safe social distancing by avoiding close contact with anyone that has fever and cough (2m social distancing) - Avoiding unnecessary touching of surfaces Covid plan.	5	2	10	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
8	Use of chemicals / flammable substances	Inappropriate use and unsafe storage of chemicals due to lack of training (Sanitizers, disinfectants, detergents)	Sensitivity to some of these chemicals may cause unpleasant skin conditions such as mild irritation, skin burns or rash, etc. Risk of fire due to incorrect usage and storage of alcohol-based sanitizers;	3	3	9	Training on safe use and correct storage of chemicals must be provided to the workers; Relevant MSDSs to be made available on site;	3	2	6	Principal Contractor	Proceed with care. Additional control is advised.

							Any worker who develops any unpleasant skin reactions must report the matter to site management / CCO for investigation;					
9	Transportation	Maximum allowed capacity exceeded. No facilities for sanitising vehicles and passengers. No additional protective measures available, e.g. face masks. Unlicensed drivers and operators. Incorrect transport of equipment and workers. Overloading. Speeding. Disease transmission	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Selection and provision of transport services compliant with gazetted requirements. Policy and procedures and rules for travel, where possible to limit the use of public transport, or to arrange selective methods of transport, ongoing toolbox talks and supply of cloth masks to be worn when travelling or moving on and off site. Vehicles maintained at 70% capacity or less. Vehicles sanitised between trips. Hand sanitiser provided for passengers. Staff in exposed age group and compromised health condition to be considered high risk and managed appropriately.	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
10	Social distancing	Construction tasks requiring more than one worker; Congestion at site entrance during arrival and departure from site; Welfare facilities, meeting areas. Transmission of HBA that may result in disease, outbreaks. Fatal for the more vulnerable.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Policy and method statements for the provision of suitable and sufficient PPE. Demarcation and spacing of queueing areas. Segregation of works areas and public outside site perimeters. Meeting/eating areas large enough to maintain 2m distance at maximum occupancy, use of	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.

							drones, security cameras to limit the need to spend time on site. Only essential workers to spend time on site, Staggered meeting/eating times, use of Zoom, Skype, teams for meetings where necessary. Individual, segregated facilities for safe keeping. Induction training and a programme for information and training.					
11	Alcohol and substance abuse	Workers, visitors arriving at site under the influence of substances; Use of Breathalyzer for alcohol testing; Increased risk behaviours.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Policy and method statement for substance abuse to be reviewed, management of visitors and workers under the influence of alcohol or other substances. Use of disposable individual testing units and appropriate disposal in hazardous waste bins.	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
12	Waste management	Lack of proper hazardous waste management on site; Incorrect disposal of hazardous waste products; Lack of proper hazardous waste bins;	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Prepare a policy, method statements, HIRA. Establish and follow protocols for disposal of hazardous waste (containers). Awareness through notices (posters) regarding correct procedures and classification of waste. Competent supervision and adequate awareness training required. Provide adequate supplies of material and consumables, provision of sealable disposal	5	2	10	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.

							containers/bags through appropriate waste removal company. Provide adequate supply of paper towels. Ensure appropriate management.					
13	HBA noted in HIRA Awareness Signage / Posters	Lack of information, lack of planning, lack of education and hygiene structures with visual warning and information sharing.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	3	15	A policy and method statement to be prepared. Display of posters and signage with the site rules and protocols that needs to be maintained at strategic points. Awareness through notices and posters regarding correct protocols to be maintained. Competent supervision and adequate awareness training required. Discipline to be applied to those not complying.	5	2	10	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
14	Access Control	Uncontrolled access points; Untrained access controller / security guard Poor maintenance of site security fence; Lack of prohibiting persons under the influence of substances, those who are actively ill.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Policy and method statements. All persons entering site to sanitize hands, prior to entry to site. Access controller trained on correct procedure to follow and how to utilize no-contact hand-held thermometer. Back-up access controllers trained on same procedure. All persons entering site screened by trained access controller. Periodic alcohol testing to continue however only when warranted through suspicion. Encourage health	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.

							responsible behaviour through education.					
15	Construction Vehicles & Mobile Plant	Lack of awareness amongst operators; Failure to disinfect construction vehicles and mobile plant, overheating and vibration effects on kidneys, lack of using provided clean ablutions. Sharing vehicles and machines: transmission.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Updated policy, method statements and HIRA; Proper induction of operators, toolbox talks and relevant DSTIs; Implementation and maintenance of disinfecting programme for construction vehicles and mobile plant; Operators to also wear prescribed PPE at all times; Supervision to monitor and control;	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
16	Welfare facilities	Inadequate space for maintaining social distancing; Failure to provide and disinfect welfare facilities; Possible contaminated surfaces; Failure to provide toilet paper and hand washing stations	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Updating of policy, method statements and HIRA, limiting of personnel on site to minimum number required to maintain control and management. Provide clean facilities with hygienic conditions.	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.

17	Emergency planning and response	Overcrowding of assembly points; Not maintaining control in emergency situations. Lack of knowledge on risk.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	3	15	Review emergency plan and method statements. DSTIs and toolbox talks. Competent supervision and emergency co-ordinator to be trained on emergency arrangements. Updating of the emergency plan and communicated to all personnel. Emergency Number List updated to include National Institute of Communicable Diseases (NICD) Emergency Hotline – 0800 029 999 and dedicated Isolation Hospital Details.	5	2	10	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
18	First Aid	First Aid Attendant not trained in COVID-19 and proper infection control procedures to be followed when rendering first aid; First Aid Attendant not provided with and not using suitable PPE. Lack of general competency and valid certification. No First aid box or signage,	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	The designated First Aid Attendant must be made aware of the hazards and risks related to COVID-19; Suitable PPE for the First Aid Attendant must be readily available on site at all times (N-95, FFP1 / FFP2 masks, Goggles and Latex gloves); CCO to monitor and control; Competency and resources must be up to date. report and record cases.	5	2	10	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
19	Personal protective equipment	Workers not provided with suitable and individual PPE; Lack of PPE usage by the workers; Lack of training on correct and proper use of PPE provided; Lack of worker visibility. Lack of	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Ensure basic hygiene, purchase relevant PPE should a HBA risk be high and deemed to infect workers, others at the worksite or in transit. Have emergency kit available in case of outbreaks, ensure	5	3	15	Principal Contractor	In some cases, during refurbishments , cloth masks do not prevent dust inhalation: Use correct PPE to protect against inhalation risk

		care, hygiene in using PPE					capacity to communicate on risks.					and revert to cloth masks as applicable.
20	Contractor Management	Non-compliant Contractors and lack of monitoring	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Legal compliance audits, 5.1.q instructions. Education of contractors and internal competency to care for how operations effect workers health and safety. Client enforcement and control. Setting good examples. Focus on Information updates, hygiene and Ventilation during works.	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
21	General notice 629 of 2021: Side effects from vaccinations & COIDA	employer forcing vaccination without regard for legislative rights, employee wellbeing. Failure to do a HIRA.	Legal non-compliance; Risk to Client and project; Stoppages due to non-compliance;	5	4	20	Code of practice: managing exposure to COV SARS_2 in the workplace and updated HBAR.	4	3	12		NO employer may subject an employee to vaccines against their will.

22	Consequence management	Failure to appoint the COVID-19 Compliance Officer; Failure to report confirmed COVID-19 cases that are work related to the relevant authorities; Failure to plan.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Revision of policy, method statements and HIRA. PC must ensure that a COVID-19 Compliance Officer is appointed in writing; Proper reporting procedures must be adhered to; PC must ensure that site is updated daily with all the relevant COVID-19 information; Workers should be updated with new information daily; PC must ensure that company disciplinary procedures are in place. All employees should have knowledge of the company disciplinary procedures and action must be taken against those who are deliberately non-compliant; Work stoppage/site closure where non-compliance exists.	5	3	15	Principal Contractor	HBA HIRA per process/task Hygiene provision, practices and procedures, education and provision.
ERGONOMIC BASE LINE HIRA												



1	Tasks: Basic construction, hand tool use, work at heights, managing loads,	Manual Lifting, Repetitive movement, awkward body positions, working in confined spaces, badly illuminated areas, lack of ventilation, noise, dust, vibration, work stressors: Back and skeletal injuries and sprains, Arthritis, Hearing loss, eye strain, Headaches, Trigger finger, work time losses, mental fatigue. Redo of work, time losses. Working in heat and cold. Impacts on Sleep cycles. Heat and cold stressors impact on ability to work.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Do a work-based site-specific HIRA to check ergonomic risk exposures. Address engineering controls, best ergonomic supplies. Provide PPE that assist good completion of the work task. Provide safe lifting equipment, teamwork, work sequencing and rest periods. Provide illumination. Reduce vibration, noise, dust. Educate, inform, grow care for construction labour risks, Policies and procedures.	5	2	10	Principal Contractor	HIRA based controls.
2	Employee age and vulnerability	Women have different body structure and physiological hormone processes and should not be doing the exact same work as men. Young people take short cuts and feel immune to general risks because of high testosterone levels. Older people react to heat, cold differently and autoimmune vulnerable employees are inclined to other muscle skeletal risks,	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Employee procedures and controls. Fit for work medicals. Education. Better work practices. Better lifting equipment. Correct PPE. Education.	5	2	10	Principal Contractor	HIRA based controls.
3	Consequence management	Failure to do risk analysis and to respond with better practices.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Revision of policy, method statements and HIRA. Education. Better buying practices. Engineering controls.	5	3	15	Principal Contractor	Hira based controls.

**ANNEXURE C: OHS BOQ BREAKDOWN TO CLARIFY THE P&Gs LINE ITEMS**

TYPICAL OCCUPATIONAL HEALTH AND SAFETY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	TOTAL
Fixed					
1	Occupational Health & Safety Obligations				
1.1	Preparation of the Contractor's site-specific Health and Safety Plan & Risk Assessment (Inclusive of any HBA requirements)	Sum	1		
1.2	Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations (inclusive of any HBA workplace requirements)	Sum	1		
2	Cost of <b>medical certificates</b> and medical surveillance per employee <b>Note:</b> Tenderer to provide quantity for full component of staff for contract period				
2.1	Initial (baseline) medical examinations	No			
3	Induction training	Sum			
4	Provision of First Aid Boxes to GSR requirements	No			
5	Submission of a Health and Safety File in electronic format.	Sum			
TOTAL BE CARRIED OVER & ADDED TO PAGE 120 ITEMS A.4.1 (EXCLUDING VAT)					
Time Related (for the Contract Duration)					
6	Allow for the necessary Workman's Compensation Fund or FEM contributions for the duration of the project with and including renewals	Sum	1		
7	Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations (inclusive of any HBA requirements)	Months	4		
8	Provision of Personal Protective Equipment (PPE) <b>Note:</b> Tenderer to provide quantity for full component of staff for contract period				
8.1	Reflective vests with visible marking of contractor and proof of induction	No			
8.2	Hard Hats (High Density polyethylene, & 6-point lining)	No			
8.3	Safety boots/shoes (Steel-Toe)	No			
8.4	Earplugs/muffs	No			
8.5	Dust Mask (at least FF2 type)	No			
8.6	Safety gloves	No			
8.7	Ear Defenders SABS approved	No			
8.8	Overall/work suit (100% Cotton)	No			
8.9	Respirators	No			
8.10	Safety goggles	No			

8.11	Temporary warning signs and symbols – inclusive of any HBA signage.	No			
8.12	SANS approved safety netting (orange colour with minimum of 1,2 meters high)	m			
9 (a)	Allow for the appointment of a Full-Time Competent Construction Health & Safety Officer with competency and relevant years working experience to assist in the control of all health and safety related aspects on site as per [CR 8(5)]	Months	4		
9 (b)	Allow for provision of telecommunication facilities for the appointed Construction Health & Safety Officer	Months	4		
9 (d)	Allow for provision of Basic Emergency Preparedness and Response equipment & at least Level 1 First Aider/s	Months	4		
10	Allow for all compulsory health and safety awareness programme (e.g. HIV, Inductions, toolbox Talks, Safety Promotions, H&S related training, HBA etc.)	Months	4		
12	<b>Any OHS related requirements not listed above</b>				
12.1					
12.2					
<b>TOTAL BE CARRIED OVER &amp; ADDED TO PAGE 120 ITEMS A.4.2. (EXCLUDING VAT)</b>					

**THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK  
IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT.  
ENVIRONMENTAL MANAGEMENT PLAN**

**PEM ENVIRONMENTAL MANAGEMENT PLAN**

**PEM.1 PURPOSE**

The purpose of the EMP is to encourage good management practices through planning and commitment with respect to environmental issues, and to provide rational and practical environmental guidelines to minimise disturbance of the natural environment.

**PEM.2 RESPONSIBILITIES FOR ENVIRONMENTAL MANAGEMENT**

The contractor will be responsible for environmental control on site during construction and the maintenance period. The construction activities will be monitored by an independent environmental specialist and audited against the EMP.

**PEM.3 TRAINING AND INDUCTION OF EMPLOYEES**

The contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.).

**PEM.4 COMPLAINTS REGISTER AND ENVIRONMENTAL INCIDENT BOOK**

Any complaints received by the project team from the community will be recorded. The complaint will be brought to the attention of the site manager.

All complaints received will be investigated and a response given to the complainant within 28 days.

All environmental incidents occurring on the site will also be recorded.

**PEM.5 ENVIRONMENTAL SAFETY**

The management of impacts associated with various categories of concern is discussed as separate topics, indicated below.

**PEM.5.1 Soil**

- (a) Topsoil should be temporarily stockpiled, separately from (clay) subsoil and rocky material, when areas are cleared. If mixed with clay sub-soil the usefulness of the topsoil for rehabilitation of the site will be lost.
- (b) Stockpiled topsoil should not be compacted and should be replaced as the final soil layer. No vehicles are allowed access onto the stockpiles after they have been placed.
- (c) Stockpiled soil should be protected by erosion-control berms if exposed for a period of greater than 14 days during the wet season. The need for such measures will be indicated in the site-specific report.
- (d) Topsoil stripped from different sites must be stockpiled separately and clearly identified as such. Topsoil obtained from sites with different soil types must not be mixed.
- (e) Topsoil stockpiles must not be contaminated with oil, diesel, petrol, waste or any other foreign matter, which may inhibit the later growth of vegetation and microorganisms in the soil.

- (f) Soil must not be stockpiled on drainage lines or near watercourses without prior consent from the Project Manager.
- (g) Soil should be exposed for the minimum time possible once cleared of invasive vegetation, that is the timing of clearing and grubbing should be co-ordinated as much as possible to avoid prolonged exposure of soils to wind and water erosion. Stockpiled topsoil must be either vegetated with indigenous grasses or covered with a suitable fabric to prevent erosion and invasion by weeds.
- (h) Limited vehicular access is allowed across rocky outcrops and ridges.
- (i) All cut and fill surfaces need to be stabilized with appropriate material or measures when major civil works are complete.
- (j) Erosion and donga crossings must be dealt with as river crossings. Appropriate soil erosion and control procedures must be applied to all embankments that are disturbed and de-stabilized.
- (k) All equipment must be inspected regularly for oil or fuel leaks before it is operated. Leakages must be repaired on mobile equipment or containment trays placed underneath immobile equipment until such leakage has been repaired.
- (l) Soil contaminated with oil must be appropriately treated and disposed of at a permitted landfill site or the soil can be regenerated using bio-remediation methods.
- (m) Runoff must be reduced by channeling water into existing surface drainage system.

#### **PEM.5.2 Water**

- (a) Adequate sedimentation control measures must be instituted at any river crossings when excavations or disturbance of a riverbanks or riverbeds takes place.
- (b) Adequate sedimentation control measures must be implemented where excavations or disturbance of drainage lines of a wetland may take place.
- (c) All fuel, chemical, oil, etc. spills must be confined to areas where the drainage of water can be controlled. Use appropriate structures and methods to confine spillages such as the construction of berms and pans, or through the application of surface treatments that neutralise the toxic effects prior to the entry into a watercourse.
- (d) Oil absorbent fibres must be used to contain oil spilt in water.
- (e) During construction through a wetland, the majority of the flow of the wetland should be allowed to pass downstream.
- (f) Vehicular traffic across wetland areas must be avoided.
- (g) No dumping of foreign material in streams, rivers and/or wetland areas is allowed.
- (h) The wetland area and/or river must not be drained, filled or altered in any way including alteration of a bed and/or, banks, without prior consent from the DWAF. The necessary licenses must be obtained in terms of Section 21 and 22 of the National Water Act, 36 of 1998 from DWAF.
- (i) No fires or open flames are allowed in the vicinity of the wetland, especially during the dry season.
- (j) No swimming, washing (including vehicles and equipment), fishing or related activity is permitted in a wetland or river without written permission from the Project Manager.
- (k) Disturbances to nesting, breeding and roaming sites of animals in or adjacent to wetland areas must be minimized.

#### **PEM.5.3 Air**

- (a) Speed limits must be implemented in all areas, including public roads and private property to limit the levels of dust pollution.
- (b) Dust must be suppressed on access roads and construction sites during dry periods by the regular application of water or a biodegradable soil stabilisation agent. Water used for this purpose must be used in quantities that must not result in the generation of run-off.
- (c) The site-specific investigation will quantify the impact of dust on nearby wetlands, rivers and dams in terms of sedimentation. Mitigation measures identified during the site specific study must be implemented.
- (d) The Contractor must notify the Principal of all schools within 50m of the site of proposed activities. The Principal must in turn ensure that children with allergies and respiratory ailments take the necessary precautionary measures during the construction period. The Contractor must ensure that construction activities do not disturb school activities e.g. dust clouds may reduce visibility affecting sports activities.
- (e) Waste must be disposed of, as soon as possible at a municipal transfer station, skip or on a permitted landfill site. Waste must not be allowed to stand on site to decay, resulting in malodours.
- (f) Noise control measures must be implemented. All noise levels must be controlled at the source. All employees must be given the necessary ear protection gear. IAP's must be informed of the excessive noise factors.
- (g) The Contractor must inform all adjacent landowners of any after-hour construction activities and any other activity that could cause a nuisance e.g. the application of chemicals to the work surface. Normal working hours must be clearly indicated to adjacent land owners.
- (h) No loud music is allowed on site and in construction camps.
- (i) No fires are allowed if smoke from such fires will cause a nuisance to IAP's.

#### **PEM.5.4 Social and Cultural**

- (a) Access by non-construction people onto any construction sites must be restricted. The Contractors activities and movement of staff must be restricted to designated construction areas only.
- (b) The Contractors crew must be easily identifiable due to clothing, identification cards or other methods.
- (c) Rapid migration of job seekers could lead to squatting and social conflict with resident communities and increase in social pathologies if not properly addressed. The Contractor must ensure that signs indicating the availability of jobs are installed.
- (d) Criteria for selection and appointment (by the Contractor) of construction labour must be established to allow for preferential employment of local communities. The Local Authority must be actively involved in the process of appointing temporary labourers.
- (e) Sub-Contractors and their employees must comply with all the requirements of this document and supporting documents e.g. the Contract document that applies to the Contractor. Absence of specific reference to the sub-contractor in any specification does not imply that the sub-contractor is not bound by this document.
- (f) No member of the construction workforce is allowed to wander around private property, except within the immediate surroundings of the site.
- (g) The Contractor must provide suitable sanitation facilities for site staff. Sanitation provided during the construction phase should be managed so that it does not cause environmental health problems. The use of the surrounding fields or grounds for toilet purposes is not permitted under any circumstance.
- (h) The Contractor must arrange for all his employees and those of his sub-contractors to be informed of the findings of the environmental report before the commencement of construction to ensure:

- A basic understanding of the key environmental features of the work site and environments, and
  - Familiarity with the requirements of this document and the site specific report.
- (i) Supervisory staff of the Contractor or his sub-contractors must not direct any person to undertake any activities which would place such person in contravention of the specifications of this document endanger his/her life or cause him/her to damage the environment.
- (j) The demand for construction materials and supplies will have an effect on the local economy. This impact can be optimised by sourcing and purchasing materials locally and regionally wherever possible, insofar as the material complies with the design specification.
- (k) The Contractor must maintain a detailed complaints register. This must be forwarded, together with solutions, to the authorities when requested.

#### **PEM.5.5 Aesthetics**

##### **(a) Scenic Quality**

Damage to the natural environment must be minimized.

Trees and tall woody shrubs must be protected from damage to provide a natural visual shield. Excavated material must not be placed on such plants and movement across them must not be allowed, as far as practical.

The clearing of all sites must be kept to a minimum and surrounding vegetation must, as far as possible, be left intact as a natural shield.

No painting or marking of natural features must be allowed.

- (b) All above ground structures could be treated or painted to blend in with the natural environment.
- (c) Cut and fill areas, river and stream crossings and other soil stabilisation works must be constructed to blend in with the natural environment.
- (d) Natural outcrops, rocky ridges and other natural linear features, must not be bisected. Vegetation on such features must, as far as possible, not be cut unless absolutely necessary for construction.
- (e) Excavated material must be flattened (not compacted) or removed from site. No heaps of spoil material must be left on site once the Contractor has moved off site either temporarily or permanently.
- (f) Any complaints from interest groups regarding the appearance of the construction site must be recorded and addressed promptly by the Contractor.

#### **PEM.5.6 Archaeology and Cultural Sites**

- a) All finds of human remains must be reported to the nearest police station.
- b) Human remains from the graves of victims of conflict, or any burial ground or part thereof which contains such graves and any other graves that are deemed to be of cultural significance may not be destroyed, damaged, altered, exhumed or removed from their original positions without a permit from the South African Heritage and Resource Agency (SAHRA).
- c) Work in areas where artefacts are found must cease immediately.
- d) Under no circumstances must the Contractor, his/her employees, his/her sub-contractors or his/her sub-contractors' employees remove, destroy or interfere with archaeological artefacts. Any person who causes intentional damage to archaeological or historical sites and/or artefacts could be penalised or legally prosecuted in terms of the National Heritage Resources Act, 25 of 1999.
- e) A fence at least 2 m outside the extremities of the site must be erected to protect archaeological sites.

- f) All known and identified archaeological and historical sites must be left untouched.
- g) Work in the area can only be resumed once the site has been completely investigated. The Project Manager will inform the Contractor when work can resume.

#### **PEM.5.7 Flora**

- a) All suitable and rare flora and seeds must be rescued and removed from the site. They must be suitably stored, for future use in rehabilitation.
- b) The felling and/or cutting of trees and clearing of bush must be minimised.
- c) Bush must only be cleared to provide essential access for construction purposes.
- d) The spread of alien vegetation must be minimized.
- e) Any incident of unauthorised removal of plant material, as well as accidental damage to priority plants, must be documented by the Contractor.
- f) Woody vegetative matter stripped during construction must either be spread randomly throughout the surrounding fields so as to provide biomass for other microorganisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated top soiled surface. No vegetative matter must be burnt or removed for firewood other than those removed during the grubbing and clearing phase. Such vegetation can be made available to the local inhabitants to be used as firewood.
- g) No tree outside the footprint of the Works area must be damaged.

#### **PEM.5.8 Fauna**

- a) No species of animal may be poached, snared, hunted, captured or willfully damaged or destroyed.
- b) Snakes and other reptiles that may be encountered on the construction site must not be killed unless the animal endangers the life of an employee.
- c) Anthills and/or termite nests that occur must not be disturbed unless it is unavoidable for construction purposes.
- d) Disturbances to nesting sites of birds must be minimized.
- e) The Contractor must ensure that the work site is kept clean and free from rubbish, which could attract pests.

#### **PEM.5.9 Infrastructure**

- a) The relevant authorities must be notified of any interruptions of services, especially the District Municipality, Local Municipality, National Road Agency, Spoornet, TELKOM and ESKOM. In addition, care must be taken to avoid damaging major and minor pipelines and other services.
- b) The integrity of property fences must be maintained.
- c) No telephone lines must be dropped during the construction operations, except where prior agreement by relevant parties is obtained. All crossings must be protected, raised or relocated as necessary.
- d) All complaints and/or problems related to impacts on man-made facilities and activities must be promptly addressed by the Contractor and documented.
- e) Storage Facilities
  - Proper storage facilities should be provided for the storage of oils, grease, fuels, chemicals and hazardous materials.
  - The Contractor must ensure that accidental spillage does not pollute soil and water resources.



- Fuel stock reconciliation must be done on all underground tanks to ensure no loss of oil, which could pollute groundwater resources.
- Cement must be stored and mixed on an impermeable substratum.

f) Traffic Control

All reasonable precautions must be taken during construction to avoid severely interrupting the traffic flow on existing roads, especially during peak periods.

Before any work can start the Local Traffic Department must be consulted about measures to be taken regarding pedestrian and vehicular traffic control.

g) Access Roads

The Contractor and the affected landowner must collaborate on the planning and construction of new access routes and the repair or upgrading of existing routes.

Access to the site must be controlled such that only vehicles and persons directly associated with the work gains access to the site.

Temporary access roads must not be opened until required and must be restored to its former state as soon as the road is no longer needed.

h) Batching Plants

Concrete must be mixed only in an area demarcated for this purpose. All concrete spilled outside this area, must be promptly removed by the Contractor and taken to a permitted waste disposal site. After all concrete mixing has been completed, all waste concrete must be removed from the batching area and disposed of at an approved dumpsite. Storm water must not be allowed to flow through the batching area. Water laden with cement must be collected in a retention area for evaporation and not allowed to escape the batching area. Operators must wear suitable safety clothing.

- i) Chemical toilet facilities should be managed and serviced by a qualified company. No disposal or leakage of sewerage should occur on or near the site.

j) Blasting

Blasting must not endanger public or private property.

Noise mufflers and/or soft explosives must be used to minimize the impact on animals.

All the provisions of the Explosives Act, 26 of 1956 and the Minerals Act, 50 of 1991 must be complied with.

The Contractor must take measures to limit fly rock.

#### **PEM.5.10 Safety**

- Measures must be taken to prevent any interference that could result in flashover of power lines due to breaching of clearances or the collapse of power lines due to collisions by vehicles and equipment.
- Measures must be taken during thunderstorms to protect workers and equipment from lightning strikes.
- All tall structures must be properly earthed and protected against lightning strikes.
- The process of excavation and back filling must be carried out as a sequential process following one another as quickly as possible. Excavations must only remain open for a minimum period of time and during this time they must be clearly demarcated. If excavations place the public at risk these sites must be fenced.

- e) The residents directly affected by open trenches must be notified of the dangers. This will be done during the site-specific phase.

#### **PEM.5.11 Waste**

##### **PEM 5.11.1 Solid Waste**

- (a) Littering on site and the surrounding areas is prohibited.
- (b) Clearly marked litterbins must be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- (c) All bins must be cleaned of litter regularly.
- (d) All waste removed from site must be disposed at a municipal/permited waste disposal site.
- (e) Excess concrete, building rubble or other material must be disposed of in areas designated specifically for this purpose and not indiscriminately over the construction site.
- (f) The entire works area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.
- (g) Contaminated soil must be treated and disposed of at a permitted waste disposal site, or be removed and the area rehabilitated immediately.
- (h) Waste must be recycled wherever possible.

##### **PEM 5.11.2 Liquid Waste**

- (a) The Contractor must maintain mobile toilets on site.
- (b) The Contractor must provide adequate and approved facilities for the storage and recycling of used oil and contaminated hydrocarbons. Such facilities must be designed and sited with the intention of preventing pollution of the surrounding area and environment.
- (c) All vehicles must be regularly serviced in designated area within the Contractors camp such that they do not drip oil.
- (d) All chemical spills must be contained and cleaned up by the supplier or professional pollution control personnel. Run-off from wash bays must be intercepted.

##### **PEM 5.11.3 Hazardous Waste**

- (a) No hazardous materials must be disposed of in the field or anyplace other than a registered landfill for hazardous material. Hazardous waste must be stored in containers with tight lids that must be sealed and must be disposed at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for.
- (b) The Contractor must maintain a hazardous material register.

##### **PEM.5.12 Rehabilitation and Site clearance**

- (a) When all major construction activities are completed, the site must be inspected to determine site-specific rehabilitation measures. This may be considered as unplanned work e.g. soil rehabilitation due to oil spills.
- (b) All temporary buildings and foundations, equipment, lumber, refuse, surplus materials, waste, construction rubble fencing and other materials foreign to the area must be removed.

- (c) If waste products cannot be recycled they must be disposed of at a permitted landfill site.
- (d) All drainage deficiencies including abandoned pit latrines and waste pits must be corrected.
- (e) Cut and fill areas must be restored and re-shaped.
- (f) The area must be restored to its natural vegetation condition using indigenous trees, shrubs and grasses as directed by a grassland and/or rehabilitation expert.
- (g) Borrow pits must be re-shaped into even slopes and surfaces to blend with the natural terrain and topsoil must be replaced.
- (h) The grass mix, shrubs and trees used for rehabilitation must be compatible with the species identified in the site-specific investigation.
- (i) Areas compacted by vehicles during construction must be scarified to allow penetration of plant roots and the regrowth of natural vegetation.

#### **PEM.6 MEASUREMENTS AND PAYMENT**

No additional payment will be made to the Contractor to comply with the above actions as it will be deemed to be included in the rates tendered.

**THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS HANI DISTRICT**

**SCMU8-23/24-0033**

The Project particular specifications are fully detailed the “Specifications of Construction Materials and methods to be used for Agricultural on-farm Infrastructure”, Second Edition, April 2022, Revision “DRDAR SCMM-02/2022”.



The document can be downloaded from the DRDAR website, at the following link:  
[http://www.drdar.gov.za/wp-content/uploads/2022/12/DRDAR-SCMM-02\\_2022-STANDARD-SPECIFICATIONS.pdf](http://www.drdar.gov.za/wp-content/uploads/2022/12/DRDAR-SCMM-02_2022-STANDARD-SPECIFICATIONS.pdf) or be obtained in electronic form at:

THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM  
Block H,  
Bathandwa Ndondo Office Park  
Komani, 5319

**NB: The Bill of Quantities and Drawings must be read in conjunction with: Section 2, 3, 4, 5, 6, 7, 11, 12, 15, 16, 19, 26, 27, 33 and other relevant section in the: “Specifications of Construction Materials and methods to be used for Agricultural on-farm Infrastructure” document.**

## **PART C4 – SITE INFORMATION**

**EASTERN CAPE GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT  
EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS  
HANI DISTRICT.**

**C4 Site Information**

<b>ITEM</b>	<b>DESCRIPTION</b>
Site Location	Eggrock Commonage is ± 5km from Cradock town.
GPS co ordinates	Eggrock Commonage co-ordinates 32°09' 20"S and 25° 39'21" E
General geography	Flat terrain
Road conditions	2km Tarred road, 3km gravel road
Site extent	1ha
Site clearance required	Yes
Site soil properties	Unknown, contractor to inspect and verify the suitability
Site vegetation	Grass and shrubs
Site fenced	Partially.
Site access	Farmer and DRDAR Employees
Services available	Pipelines
Accommodation	Provide own
Labour	Provide own
Storage of materials	Provide own
Security	Provide own
Construction difficulty	Fair terrain
Plant required	Water tanks, Jack hammers, Compact rollers, whacker, concrete mixer, generator with welder, concrete vibrator.
Equipment / tools required for	Contractor to identify specific tools for various tasks
Transport required	For all materials For all plant, equipment and tools For contractor's personnel
Testing of works	Concrete test cubes for testing of concrete strength; Laboratory testing of compacted area Engineer to oversee testing of the completed Works
Commissioning of works	Contractor to commission and test.

**EASTERN CAPE PROVINCIAL GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**THE SUPPLY, DELIVERY AND CONSTRUCTION OF A MULTI-PURPOSE SHED AT  
EGGROCK FARM IN INXUBA YETHEMBA LOCAL MUNICIPALITY OF THE CHRIS  
HANI DISTRICT.HANI DISTRICT**

**C.4.2 Schedule of contract Drawings**

The following drawings form part of this contract:

**MULTIPURPOSE SHED:**

<b>DRAWING NO:</b>	<b>DESCRIPTION:</b>
1	Drawing 1 of 4 – FLOOR LAYOUT PLAN
2	Drawing 2 of 4 – FOUNDATION PLAN
3	Drawing 3 of 4 – SECTIONS AND TANK STAND
4	Drawing 4 of 4 – ELEVATIONS

**PIT TOILET:**

<b>DRAWING NO:</b>	<b>DESCRIPTION:</b>
5	Drawing 1 of 2 – FLOOR PLAN & ELEVATIONS
6	Drawing 2 of 2 – SECTIONS

**PERIMETER FENCE (1.2m VERMIN PROOF):**

<b>DRAWING NO:</b>	<b>DESCRIPTION:</b>
7	Drawing 1 of 3 – STANDARD VERMIN PROOF FENCE: 1.2m
8	Drawing 2 of 3 – STANDARD VERMIN PROOF FENCE: 1.2m
9	Drawing 3 of 3 – STANDARD VERMIN PROOF FENCE: 1.2

**SHEARING EQUIPMENT:**

**DRAWING NO:                      DESCRIPTION:**

**10 Drawing 1 of 1 – SHEARING SHED EQUIPMENT**

**11 LOCALITY MAP**