



## TENDER

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# CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL

### SCMU5-18/19-0024

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**NAME OF COMPANY:**

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**CSD Nr:**

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**CRS Nr (CIDB):**

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**CLOSING DATE: 02 OCTOBER 2018**

**TIME: 11:00 am**

Department of Public Works  
3<sup>rd</sup> Floor. Office 3-46  
Independence Avenue  
Qhasana Building  
5605

## T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department Public Works invites Contractors with a CIDB Grading of **4GB PE only** in the following Class of works (**GB**) tenders for the construction of Amampondomise Asempumalanga Traditional Council for a contract of 8 months. The contract will be based on the JBCC PBA 2000 edition 4.1 of 2005.

Eastern Cape Public Works will enter into a contract with the successful tenderer.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Tender documents are downloadable for free of charge from National Treasury's e-Tender Portal: (<http://www.etenders.gov.za/content/advertised-tenders>) or from Department of Public Works website ([www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders))

Due to the large size of the document on the DPW website or on e-tenders portal, the tender document on the website does not contain full pricing schedule and drawing plans, bidders who wish to download a tender document from these website(s) must send an email request to DPW SCM official, Ms. N. Mkiva to : [Nwabisa.mkiva@ecdpw.gov.za](mailto:Nwabisa.mkiva@ecdpw.gov.za) or Ms. A. Ndongyana to : [Akhulule.Ndongyana@ecdpw.gov.za](mailto:Akhulule.Ndongyana@ecdpw.gov.za) on Monday to Friday during office hours requesting her to send **an electronic Technical specification, Pricing Schedule and Drawing plans.**

If the bidder does not have an email, he or she can also visit the office of Ms. N. Mkiva or Ms. A. Ndongyana at Room 4-05, Qhasana Building Independence Avenue, Bhisho during office hours to collect the soft copy of Technical specification, Pricing Schedule and Drawing plans prior tender closure. It is the responsibility of the bidder to furnish a correct email address and also to request the Technical specification, Pricing Schedule and Drawing plans on time from the department."

Alternatively, those who wish to purchase hardcopies from the offices of the Department of Public Works, tender documents can be obtained at a non-fundable price of **R 200** per document from Qhasana Building, Office number 3-46, Third floor, Bhisho from 8:00 on **31st August 2018.**

Queries relating to the issue of these documents may be addressed in writing to Ms. Nwabisa Mkiva email: [Nwabisa.Mkiva@ecdpw.gov.za](mailto:Nwabisa.Mkiva@ecdpw.gov.za), **Technical enquiries:** may be addressed in writing to Ms. Akhulule Ndongyana– email: [Akhulule.Ndongyana@ecdpw.gov.za](mailto:Akhulule.Ndongyana@ecdpw.gov.za).

A compulsory clarification meeting with representatives of the Employer will take place at the Old Pick n Pay Building, Main Boardroom, Bisho on 12/09/2018 starting at 11:00- 12:00pm.

The closing time for receipt of tenders by the ECDPW is **11:00am** on 02 October 2018. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked "**SCMU5-17/18-0024: THE CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL**" must be deposited in the bid box, Ground Floor Foyer, Department of Public Works, Qhasana Building, Bhisho.

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>).

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

## **B. BID EVALUATION:**

**This bid will be evaluated in Four (4) phases as follows:**

**Phase One:** Prequalification: Only tenderers with a B-BBEE Status Level 1 contributor are allowed to submit tender offers for this bid. Tenderers that do not meet the pre-qualification criteria stipulated above will be disqualified from further evaluation.

**Phase Two:** To be evaluated on local content and production: Evaluated in terms of the stipulated minimum threshold for local Production and Content (Designated sectors): Steel Components 100%, and Furniture 85%. Tenderers that do not meet the criteria stipulated above and in the tender document will be disqualified from further evaluation.

**Phase Three:** Compliance, responsiveness to the bid rules and conditions, thereafter (if applicable).

**Phase Four:** Bidders passing all stages above will thereafter be evaluated on PPPFA.

## **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:**

Maximum points on price	-	<b>80 points</b>
Maximum points for BBBEE	-	<b>20 points</b>
<b>Maximum points</b>	-	<b>100 points</b>

## **C. BID SPECIFICATIONS, CONDITIONS AND RULES**

The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data

The specifications, rules, special conditions of bid, evaluation criteria, and rules for evaluation for compliance to local content and other bid conditions are detailed in the document.

Only locally produced goods or services with a stipulated minimum threshold for local production and content of 100 % for Steel Components and Products and 85% for Furniture: Designated sectors) will be considered.

Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the DTI should there be a need to import such raw material or input; and a copy of the authorization letter from DTI must be submitted together with the bid/quotation document at the closing date and time.

The Department of Public Works SCM policy applies.

Tender validity period is **60 days**.



Province of the  
**EASTERN CAPE**  
PUBLIC WORKS

Department of Public Works • Qhasana Building • Independence Avenue • Bhisho • Eastern Cape  
Private Bag X0022 • Bhisho • 5605 • REPUBLIC OF SOUTH AFRICA  
Tel: +27 (0)40 602 4000 • Email: [info@dpw.ecape.gov.za](mailto:info@dpw.ecape.gov.za) • website: [www.ecdpw.gov.za](http://www.ecdpw.gov.za)

**D. TENDER SUBMISSIONS:**

Bids must be submitted in sealed envelopes clearly marked **“SCMU5-18/19-0024: CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL”** must be deposited in the bid box, Ground Floor Foyer, Department of Public Works, Qhasana Building, Bhisho

**E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:**

- **SCM RELATED ENQUIRIES**

Ms N.Mkiva

Tel No: **040 602 4740**

Email Address: [Nwabisa.Mkiva@ecdpw.gov.za](mailto:Nwabisa.Mkiva@ecdpw.gov.za)

- **TECHNICAL ENQUIRIES**

Ms. A.Ndonyana

Tel No.: **040 602 4538/ 073 578 8809**

Email Address: [Akhulule.Ndonyana@dpw.ecape.gov.za](mailto:Akhulule.Ndonyana@dpw.ecape.gov.za)

**FOR COMPLAINTS, FRAUD, & TENDER ABUSE:**

**Call: 0800 701 701**

## T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes 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 provisions of SANS 10845-3 *and* as contained in **Annexure F of Standard for Uniformity in Construction Procurement (Board Notice 136 Government Gazette No 38960 of 10 July 2015)**, Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Public Works
3.2	The tender documents issued by the employer comprise the following documents: <b>THE TENDER</b> <b>Part T1: Tendering procedures</b> T1.1 - Tender notice and invitation to tender T1.2 - Tender data <b>Part T2: Returnable documents</b> T2.1 - List of returnable documents T2.2 - Returnable schedules <b>THE CONTRACT</b> <b>Part C1: Agreements and Contract data</b> C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Dispute Resolution Mechanism <b>Part C2: Pricing data</b> C2.1 - Pricing assumptions C2.2 - Bill of Quantities <b>Part C3: Scope of work</b> C3 - Scope of work <b>Part C4: Site information</b> C4 - Site information
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is : Name: Akhulule Ndonyana Qhasana Building, Department of Public Works Independence Avenue, Bhisho Tel: 040 602 4538 / 073 578 8809 Fax: E-mail: <a href="mailto:Akhulule.Ndonayana@ecdpw.gov.za">Akhulule.Ndonayana@ecdpw.gov.za</a>
3.4	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.6	Method 4: Four (4) stage procurement procedure shall be applied.
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:



4.1	<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>CIDB Grade 4GB PE only</b> class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>CIDB Grade 4GB PE only</b> class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>CIDB Grade 4GB PE only</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>
4.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ol style="list-style-type: none"> <li>a) contractors who have 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) of 25(7A) of the Construction Industry Development Regulations, for a <b>CIDB Grade 4GB PE only</b> class of construction work; and</li> <li>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation <b>CIDB Grade 4GB PE only</b> in terms of a) above and who satisfy the following criteria:             <ol style="list-style-type: none"> <li>1) .....potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the <i>CIDB Specification for Social and Economic Deliverables in Construction Works Contracts</i>; and</li> <li>2) whom the employer agrees that they will provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.</li> </ol> </li> </ol> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>CIDB Grade 4GB PE only</b> class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>CIDB Grade 4GB PE only</b> class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.</li> </ol>
4.2	<p>The employer will compensate the tender as follows <b>as per the conditions of the Form of Contract signed or SLA</b>. The employer <b>will not</b> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. <b>Tender documents will not be made available at the clarification meeting</b></p>
4.8	<p><b>Seek clarification</b> <i>Request clarification of the tender documents, if necessary, by notifying the employer at least <b>5 (Five) working days before the closing time stated in the tender data.</b></i></p>
4.10	<p>Tenderers are required to state the rates and currencies in Rands.</p>
4.12	<p>Main tender offers are not required to be submitted together with alternative tenders.</p>
4.12	<p>No alternative tender offers will be considered</p>

4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original.
4.13.3	A tender security in the amount of <b>N/A</b> is required and shall remain valid for a period not exceeding <b>N/A</b> days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.5	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: <b>Location of tender box:</b> Ground Floor, Foyer (behind the security)
4.15	<b>Physical address:</b> Independence avenue, Ground Floor, Qhasana Building, BHISHO 5605 <b>Identification details:</b> Tender reference number, Title of Tender and the closing date and time of the tender
4.13.4	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.13.5	A two-envelope procedure will not be required.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is <b>60 days</b> .
4.16.2	<b>Placing of contractors under restrictions / withdrawal of tenders</b> If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on cidb Inform Practice Note #30.. Excerpts of the policy can be availed on request of any interested tenderer.
4.19	Access shall be provided for the following inspections, tests and analysis: <b>N/A</b>
4.20	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 DPW policy.
5.1	The Employer will respond to requests for clarification received up to <b>Five (5)</b> working days before the tender closing time.
5.2	The employer shall issue addenda until <b>Five (5)</b> working days before tender closing time.
5.4	Tenders will be opened immediately after the closing time for tenders at 11:00am hours
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.



**Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = P_m / P$
<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.			

5.11.2

The procedure for the evaluation of responsive tenders is ~~Method 1: Price only.~~

5.11.3

The procedure for the evaluation of responsive tenders is ~~Method 2: Price and Preference.~~ In the case of a price and preference:-

5.11.4

**The procedure for the evaluation of responsive tenders is Method 4: Prequalification, Local content and Production, Administrative requirements and Mandatory requirements, Price and Preference.**

**Phase 1:** Phase One: Prequalification: Only tenderers with a B-BBEE Status Level 1 contributor are allowed to submit tender offers for this bid. Tenderers that do not meet this pre-qualification criteria stipulated above will be disqualified from further evaluation.

**Phase 2:** Functionality/evaluation criteria (Local Content and Production – Designated sectors)

**Phase 3:** Administrative requirements and Mandatory requirements

**Phase 4:** Price and preference 80/20 system

**1. PHASE ONE: PRE-QUALIFICATION**

1. A valid original or certified copy of BBBEE certificate must be submitted with the bid OR "Sworn Affidavit in terms of the amended BBBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for BBBEE. In case of a joint venture or consortium a valid original or certified copy of BBBEE certificate must submit a consolidated BBBEE certificate. Failure to comply, will automatically results in the non-awarding of points for BBBEE.
2. The status level on the B-BBBEE certificate must be Level 1 contributor.
3. In the case of an EME or a QSE, a "Sworn Affidavit in terms of the B-BBEE amended Construction Sector Codes (CSC 000) duly signed and attested by a commissioner of Oaths must be submitted with the bid.
4. Failure to comply with the above will lead to the bid being eliminated.

**2. PHASE TWO: EVALUATION ON LOCAL PRODUCTION AND CONTENT**

1. On local content designated items, only locally produced goods or services with a stipulated minimum threshold for local production and content of 100% for Steel Products and components and 85% for Furniture will be considered.
2. The relevant designated sector: Steel Products and Components, Textile and Furniture. The minimum threshold for local production and content: 100% for Steel products and components and 85% Furniture.
3. Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.
4. Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will automatically invalidate the bid for further consideration.
5. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the DTI should there be a need to import such raw material or input and a copy of this authorization letter must be submitted together with the bid document at the closing date and time.
6. Bidders must complete SBD6.2 with annexure C and it must be submitted with the bid at the closing date and time. Failure to submit will invalidate the bid.

7. The main contractor may not sub contract work to an extent that the local content and production is compromised. The conditions and rules applying to the main bidder on local production and content also apply to the sub-contractor(s).
8. For further information, bidders may contact the Steel products and components unit within DTI at 012 394 1135

### **3. PHASE THREE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES**

**A.** Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed 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. Returnable Schedule: SBD 1- Invitation to bid must be completed and signed
5. Bidders must be a legal entity or partnership or joint venture or consortia.
6. Form of offer and Acceptance (fully completed and signed)
7. SBD 4- Declaration of Interest (fully completed and signed)
8. Compulsory Declaration (fully completed and signed)
9. SBD 8- Declaration of Bidder's past Supply Chain Management Practices. (Completed and signed)
10. SBD 9- Certificate of Independent Bid Determination. (Completed and signed)
11. Compulsory Enterprise Questionnaire (Completed and signed)
12. In the event of a consortia/joint ventures, a signed agreement by all parties must submitted with the bid.
13. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.
14. Resolution to Sign (if applicable)
15. Declaration of Employees of the State or other State Institutions.
16. Attendance of compulsory briefing meeting (where applicable)
17. 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.
18. 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.

### **B. Other Conditions of bid**

1. DPW SCM Policy applies.
2. The bidder must be registered on the Central Supplier Database (CSD) prior the award
3. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
4. Failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for B-BBEE.
5. A valid original or certified copy of B-BBEE certificate must be submitted with the bid OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid original or certified copy of B-BBEE certificate must submit a consolidated B-BBEE certificate. Failure to comply, will automatically results in the non-awarding of points for B-BBEE.
6. The Department will contract with the successful bidder by signing a formal contract.

7. 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.
8. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g JBCC PBA 2000, edition 4.1 of 2005 original copy).
9. The client reserves the right to intervene and/or assist in the selection of local sub-contractors, during contract administration.
10. Certificate of Authority for Joint Ventures (if applicable)
11. Returnable Documents: Company Details
12. Returnable Documents: Company Composition
13. Declaration: Validity of Information Provided
14. Bidders should note that this forms part of a batch of tenders included into the Department Co-operative Governance and Traditional Affairs in the Eastern Cape; the employer **WILL NOT** award more than **ONE** project per tendering entity.

**Name of Traditional Councils:**

- Amampondomise AseMpumalanga Traditional Council
- Mcwebeni Traditional Council
- Ngqika Traditional Council

15. 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.
16. 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.
17. 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. Refer to Annexure L.
18. Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. Refer to Annexure K and H.
19. Bidders must commit to sub-contract a minimum of 10% of a project (project value) to female sub-contractor(s) which are an EME or QSE, which is at least 100% owned by black female within the province. **NB:** Bidders/ contractors are allowed to select sub-contractors from the CIDB database, suitable for the amount sub-contracted and class of work, who are registered on the CSD for the purposes of compliance with the minimum 10% sub-contracting provisions. This sub-contracting percentage and related information must be declared on SBD 6.1 form. The responsibility to sub-contract with competent and capable subcontractors rests with the main contractor/ supplier.

**4. PHASE FOUR: EVALUATION POINTS ON PRICE AND BBBEE REGULATIONS OF 2017**

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 BBBEE/ PPPFA Regulations of 2017

Criteria	Points
<b>POINTS ON PRICE</b>	<b>80</b>
<b>BBBEE</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:

	$A = (1 - (P - P_m))$ <p style="text-align: center;">P<sub>m</sub></p> <p>The value of value of W<sub>1</sub> is:</p> <ol style="list-style-type: none"> <li>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</li> <li>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.</li> </ol>
5.11.5	The procedure for the evaluation of responsive tenders is <b>Method 4</b> (Financial offer, quality and preference) – <b>N/A</b>
5.11.9	The quality criteria and maximum score in respect of each of the criteria are as follows: <b>N/A</b>
5.11.9	Each evaluation criteria will be assessed in terms of five indicators – <b>N/A</b>
5.11.9	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: <b>N/A</b>
5.13	<p><b>Tender offers will only be accepted if:</b></p> <ol style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>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.</li> <li>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 DPW policy</li> <li>d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>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;</li> <li>f) the tenderer has not:             <ol style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>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;</li> <li>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;</li> <li>i) the bidder has duly completed and signed the <b>SBD 1, SBD 4, SBD 8 and SBD 9</b>. Incomplete or unsigned or poorly completed forms will lead to a bidder being declared non responsive. No second chance will be afforded to a bidder to come and complete or sign an information.</li> <li>j) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.</li> <li>k) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>l) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</li> <li>m) 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.</li> </ol>

	<p>n) The tenderer has duly completed and signed the Declaration Certificate for Local Production and Content (<b>SBD 6.2 form</b>) together with <b>Annexure C</b> (Local Content Declaration: Summary Schedule) and submitted the documents at the closing date and time of the bid.</p> <p>o) The SABS approved technical specification number SATS 12886:2011 and the Guidance on the Calculation of the local Content together with the Local Content Declaration Template (Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Annex C) are accessible to all potential bidders on the DTI's official website. <a href="http://www.thedti.gov.za/industrialdevelopment/ip.jsp">http://www.thedti.gov.za/industrialdevelopment/ip.jsp</a> at no cost.</p> <p>p) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.</p> <p>q) 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 authorised official can sign the bid.</p> <p>r) 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.</p> <p>s) The bid will also be evaluated on designated sectors. Only locally produced goods or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered. The bidder must correctly complete and sign SBD 6.2 and Annexure C to declare the Local Production and Content. Details of designated sectors are detailed in the bid documents.</p> <p>t) <b>NOTE:</b> 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>
5.17	The number of paper copies of the signed contract to be provided by the employer is 1.
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> <li>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.</li> </ul>
T.2.1	<b>A. List of returnable documents</b>
1	<p><b>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</b></p> <ul style="list-style-type: none"> <li>Appropriate CIDB grading suitable for the works (as stated in 4.1).</li> <li>The Attach a list of past projects (stating the name, amount, client name, project manager, duration, completion date) – reachable references.</li> <li>Attach a Bank rating.</li> </ul>
2	<p><b>Returnable Schedules required for tender evaluation purposes</b></p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> <li>Record of Addenda to Tender Documents</li> <li>Proposed amendments and qualifications</li> <li>Compulsory Enterprise Questionnaire (JV partners must complete separate Questionnaire forms and submit).</li> </ul>



	<ul style="list-style-type: none"> <li>• SBD 1, 4, 8, 9, 6.1, 6.2, Annexure C and Compulsory Declarations forms</li> <li>• Form of Offer and Acceptance</li> <li>• Final Summary of Bills of Quantities or a complete Pricing Schedule</li> <li>• Certificate of Authority for Joint Ventures, if applicable.</li> </ul>
3	<p><b>Other documents required for tender evaluation purposes</b> The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> <li>• An original or certified copy of a valid B-BBEE Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see <a href="http://www.sanas.co.za/directory/bbee_default.php">www.sanas.co.za/directory/bbee_default.php</a>) if preference points are claimed in respect of Broad-Based Black Economic Empowerment. A tenderer which is a EME or QSE can submit a duly signed valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths. For an entity tendering as a joint venture, a valid consolidated B-BBEE Certificate meeting same requirements must be submitted with the bid. Failure to do so zero points will be allocated for B-BBEE status level.</li> <li>• A CSD Report for a contractor with valid and correct information.</li> <li>• A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)</li> </ul>
4	<p><b>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</b> The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> <li>• A duly completed Annexure C and SBD 6.2</li> <li>• A duly completed form of Offer and Acceptance (and any revision of prices if there are any).</li> </ul>
5	<p>Only authorized signatories may sign the original and all copies of the tender offer where required. In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In the case of a <b>COMPANY</b> submitting a tender, include a copy of a <b><u>resolution by its board of directors</u></b> authorizing a director or other official of the company to sign the documents on behalf of the company. In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b><u>resolution by its members</u></b> authorizing a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a <b>PARTNERSHIP</b> submitting a tender, <b><u>all the partners</u></b> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <b><u>proof of such authorization</u></b> shall be included in the Tender.</p> <p>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include <b><u>a resolution of each company</u></b> of the joint venture together with a <b><u>resolution by its members</u></b> authorizing a member of the joint venture to sign the documents on behalf of the joint venture.</p> <p><b><u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u></b></p>
6	<p><b>Information and data to be completed in all respects</b> 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 nonresponsive.</p>
7	<p><b>Canvassing and obtaining of additional information by tenderers</b> The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p><b>Prohibitions on awards to persons in service of the state</b> The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>c) a person who is an advisor or consultant contracted with the Department or municipal entity.</li> </ol>



	<p><b>In the service of the state</b> means to be -</p> <p>a) a member of:-  <i>a</i> any municipal council;  <i>b</i> any provincial legislature; or  <i>c</i> the National Assembly or the National Council of Provinces;</p> <p>d) a member of the board of directors of any municipal entity;</p> <p>e) an official of any Department or municipal entity;</p> <p>f) an employee of any national or provincial department;</p> <p>g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>h) a member of the accounting authority of any national or provincial public entity; or</p> <p>i) an employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p><b>Awards to close family members of persons in the service of the state</b></p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including - a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p><b>Respond to requests from the tenderer</b></p> <p>The employer will respond to requests for clarification up to <b>5 (five) working days</b> before the tender closing time.</p>
11	<p><b>Opening of tender submissions</b></p> <p>Tenders will be opened immediately after the closing time for tenders</p>
12	<p><b>Scoring quality / functionality</b></p> <p>N/A</p>
13	<p><b>Cancellation and re-invitation of tenders</b></p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</p> <p>(b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>(c) no acceptable tenders are received.</p> <p>(d) Tender validity period has expired.</p> <p>(e) Gross irregularities in the tender process and/or tender documents</p> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	<p>Dispute resolution mechanism will be done through the <b>Adjudication</b> route.</p>

15	The department must when acting against the tenderer or person awarded the contract on a fraudulent basis, consider the following over and above the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
15	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the <b>cidb</b> for investigation as a breach of the <b>cidb Code of Conduct</b> in terms of the <b>cidb Regulations</b> ; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.

## T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

### 1 Returnable Schedules required for quotation evaluation purposes

- Compulsory enterprise questionnaire
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture) –N/A

### 2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Final Summary (Bills of Quantities)

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

- Details of the Project Team and CV with Qualifications & Proof Of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – atleast 3
- SBD 1, 4, 6.1, 6.2, 8 and 9 and Annexure C (Local Production and Content)
- Certified copy of B-BBEE Status Level Verification certificate OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (**Annexure B**)
- Sub contract agreement (where applicable)



**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SCMU5-18/19-0024	CLOSING DATE:	02 OCTOBER 2018	CLOSING TIME:	11:00AM
DESCRIPTION	CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
BID BOX, GROUND FLOOR FOYER, DEPARTMENT OF PUBLIC WORKS, QHASANA BUILDING, INDEPENDENCE AVENUE, BISHO					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	NWABISA MKIVA	CONTACT PERSON	AKHULULE NDONYANA		
TELEPHONE NUMBER	040B 602 4740	TELEPHONE NUMBER	040 602 4538 AND 071 671 5716		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	NWABISA.MKIVA@ECDPW.GOV.ZA	E-MAIL ADDRESS	<a href="mailto:AKHULULE.NDONYANA@ECDPW.GOV.ZA">AKHULULE.NDONYANA@ECDPW.GOV.ZA</a>		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No	[IF YES, ANSWER 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 BELO					



**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
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 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: .....





**A**  
**Compulsory Enterprise questionnaire**

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number ..... Tax reference number .....

**Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.**

**Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.**

**Section 8: The attached SBD 8 must be completed for each tender and be attached as a requirement.**

**Section 9: The attached SBD 9 must be completed for each tender and be attached as a requirement.**

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position



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

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- |  |  |
|--|--|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature   |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |  |

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service <i>(√ (tick) appropriate column)</i>	
		Current	Within last 12 months

\*insert separate page if necessary

### Section 7: Record of family member in the service of the state

**Family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (✓ (tick) appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

### Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

- Yes       No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

### Section 9: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has 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;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any Sub-Consultants who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

**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*

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct, which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.



**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :



Province of the  
**EASTERN CAPE**  
PUBLIC WORKS

Department of Public Works • Qhasana Building • Independence Avenue • Bhisho • Eastern Cape  
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.....

Position occupied in the state institution: .....

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO / N/A**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO / N/A**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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



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2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

#### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;



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

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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



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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]



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

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

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

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

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

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

### **1. General Conditions**

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

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

Where

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

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

<b>No.</b>	<b>Description of services, works or goods</b>	<b>Unit (e.g. m2, m3, ton, etc)</b>	<b>Quantity</b>	<b>Stipulated minimum threshold</b>
	<b>FABRICATED STRUCTURAL STEEL</b>			
1	Mild steel reinforcement: 10 mm diameter bars	ton	0.5	100%
2	Ref. 245 fabric reinforcement	m <sup>2</sup>	140	100%
3	High tensile reinforcement: 12mm diameter bars	ton	1	100%
4	High tensile reinforcement: 10mm diameter bars	ton	0.1	100%
5	0.6mm thick brown 'Chromadek' roof covering	m <sup>2</sup>	160	100%
6	0.6mm thick brown 'Chromadek' flashing	m	7	100%
	<b>FURNITURE</b>			
7	Polyshell Chairs	No	100	85%
8	High back chair with arms	No	2	85%
9	Amy Banquet Chair	No	10	85%
10	6 Seater boardroom table	No	1	85%
11	Roller System cupboard 1500H x 1200W x 500D	No	2	85%
12	3 drawer mobile pedestal	No	2	85%
13	L-shaped workstation 2000 X 800	No	2	85%

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

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

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

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

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

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

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

**NB**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

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

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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



## ANNEXURE C, D & E ON LOCAL CONTENT AND PRODUCTION

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.	SCMU5-18/19-0024
(C2) Tender description:	CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL
(C3) Designated product(s)	STEEL PRODUCTS, FURNITURE AND COMPONENTS FOR CONSTRUCTION
(C4) Tender Authority:	DEPARTMENT OF PUBLIC WORKS
(C5) Tendering Entity name:	
(C6) Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text"/> GBP <input type="text"/>
(C7) Specified local content %	100%

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Calculation of local content				Tender summary			
				Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	<b>FABRICATED STRUCTURAL STEEL</b>										
1.	0.6mm thick brown 'Chromadek' roof sheeting							160m <sup>2</sup>			
2.	12 mm diameter high tensile reinforcing bars							1 tonne			
3.	10mm diameter high tensile reinforcing bars							0.1 tonne			
4.	10 mm diameter mild steel reinforcing bars							0.5 tonne			
5.	Ref. 245 fabric reinforcement mesh							140m <sup>2</sup>			
6.	0.6mm thick brown 'Chromadek'ridge capping							7m			
	<b>FURNITURE</b>										
7.	Pollyshell Chairs							100			
8.	High Back chairs with arms							2			
9.	Amy Banquet Chair							10			
10.	6 Seater boardroom table							1			
11.	Roller system cupboard 1500H x 1200W x 500D							2			
12.	3 drawer mobile pedestal							2			
13.	L-shaped workstation							2			

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date:

Signature of tenderer



SATS 1286.2011

**Annex D**

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

(D1) Tender No.	SCMU5-18/19-0023			Note: VAT to be excluded from all calculations
(D2) Tender description:	CONSTRUCTION OF NGQIKA TRADITIONAL COUNCIL			
(D3) Designated Products:	STEEL PRODUCTS AND COMPONENTS AND FURNITURE FOR CONSTRUCTION			
(D4) Tender Authority:	DEPARTMENT OF PUBLIC WORKS			
(D5) Tendering Entity name:				
(D6) Tender Exchange Rate:	Pula	EU	GBP	

**A. Exempted imported content**

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										This total must correspond with Annex C - C 21	

**B. Imported directly by the Tenderer**

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

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

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

**D. Other foreign currency payments**

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above					
Signature of tenderer					

This total must correspond with Annex C - C 23



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## Annex E

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

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

(E1)	<b>Tender No.</b>	SCMU5-18/19-0023
(E2)	<b>Tender description:</b>	CONSTRUCTION OF NGQIKA TRADITIONAL COUNCIL
(E3)	<b>Designated products:</b>	STEEL COMPONENTS, TEXTILE AND FURNITURE
(E4)	<b>Tender Authority:</b>	
(E5)	<b>Tendering Entity name:</b>	

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

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

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

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

**(E13) Total local content**

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

Signature of tenderer

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND  
CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN  
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. 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>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;



- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. 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>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder





## **VALID ORIGINAL OR CERTIFIED COPY OF B-BBEE CERTIFICATE**

**(IF APPLICABLE, ATTACH HERE)**



## SWORN AFFIDAVIT

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

**NB:CHOOSE ONE i.e EME or QSE!!!!)**

## **SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME) – CONTRACTORS**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> <li>i. Before 27 April 1994; or</li> <li>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior</li> </ol>

3. I hereby declare under Oath that:

The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is \_\_\_\_\_% **Black Designated Group Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013, Based on the Financial

Statements/Management Accounts and other information available on the latest financial year-end of , the annual Total Revenue was equal to/or less than R10,000,000.00 (ten Million Rands or less),

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	

**NB: KEY NOTES FOR EMES (extract from Gazette No. 41287)**

- 3.6.2.4.1 An Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million in the case of BEPs and less than R3 million in the case of Contractors are :
    - A) Not subject to the discounting principle and therefore do not have to comply with the QSE Skills Development element, and
    - B) Not required to have an authorised B-BBEE verification certificate, and may present an affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover.
  - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017. Details are available on: [www.thedti.gov.za/economic\\_empowerment/bee\\_sector\\_charters.jsp](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
  - An electronic copy can also be requested through DPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

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

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

## **SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE (QSE) – CONTRACTORS**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> <li>i. Before 27 April 1994; or</li> <li>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior</li> </ol>

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between 10 million (ten Million Rands) and less than R50,000,000.00 (fifty Million Rands).
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

**NB: KEY NOTES FOR QSE (extract from Gazette No. 41287)**

- 5.6.3 A QSE that is at least 51% Black Owned or 100% Black Owned that does not comply with paragraph 3.6.2.3 above, will be discounted by one level from that level awarded in paragraphs 5.3.1 and 5.3.2 respectively.
  - 5.3.4 Despite paragraphs 5.2, 5.3.1 and 5.3.2, an at least 51% Black Owned QSE's BBEE Status Level and corresponding B-BBEE Recognition Level will be enhanced by one level if it achieves full points (excluding the bonus points) for the Skills Development element of the QSE Scorecard (paragraphs 1.1, 1.2 and 1.3 of Statement CSC603) or the Preferential Procurement and Supplier Development element of the QSE Scorecard (paragraphs 1.1, 1.2, 1.3 and 2.1 of CSC604).
  - 5.3.5 For the avoidance of doubt, a Measured Entity that is measured in terms of the full QSE scorecard is not eligible for enhancement in terms of paragraph 5.3.4 above.
  - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017. Details are available on: [www.thedti.gov.za/economic\\_empowerment/bee\\_sector\\_charters.jsp](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
  - An electronic copy can also be requested through DPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
  5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

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

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp



## ***PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)***

(ATTACH HERE)



***VALID CIDB CERTIFICATE OF A TENDERER***  
**(ATTACH HERE)**

**Annex C**  
(normative)

**FORM OF OFFER AND ACCEPTANCE**

<b>Project title</b>	<b>CONSTRUCTION OF AMAMPONDOMISE TRADITIONAL COUNCIL ASEMPUMALANGA</b>
<b>SCMU number</b>	<b>SCMU5-18/19-0024</b>

**OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

.....  
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 .....  
Name .....  
Capacity .....  
**for the tenderer** .....  
(Name and address of organization)  
Name and 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 3 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.<sup>1</sup>

Signature .....  
Name .....  
Capacity .....  
**for the**  
**Employer** .....  
(Name and address of organization)  
Name and signature  
of witness ..... Date .....

**Schedule of Deviations**

- 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 tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

<sup>1</sup> As an alternative, the following wording may be used:  
Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.



### FINAL SUMMARY

<b>Project title</b>	<b>CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL</b>
<b>SCMU number</b>	<b>SCMU5-18/19-0024</b>

SUMMARY OF SCHEDULE OF QUANTITIES			
Section	Description	From Page	Amount
1	Preliminaries and General	39	
2	Traditional Council	89	
3	Occupational Health and Safety	92	
4	Provisional Amounts	95	
<b>Sub Total 1</b>			
Less: Credit for old material (if applicable)			
<b>Sub Total 2</b>			
Add: Contingencies Add: Escalation			R 160 000.00
<b>Sub Total 3</b>			
Add: 15% Value Added Tax to <b>Sub Total 3</b>			
<b>TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE</b>			



**C**

**RECORD OF ADDENDA TO BID DOCUMENTS**

<b>PROJECT TITLE</b>		<b>CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL</b>	
<b>SCMU NUMBER</b>		<b>SCMU5-18/19-0024</b>	
I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
<b>Item</b>	<b>Date</b>	<b>Title or Details</b>	<b>No. of Pages</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

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

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

Tenderer .....



**D**

**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 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL</b>
<b>SCMU NUMBER</b>	<b>SCMU5-18/19-0024</b>

Page	Clause /Item	Proposal

**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*

-----



## E

### **RESOLUTION FOR SIGNATORY**

**A: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

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

An example is given below:

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

Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. \_\_\_\_\_

and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

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

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

**WITNESSES:**

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):



## F

### 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.

<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL</b>
<b>SCMU NUMBER</b>	<b>SCMU5-18/19-0024</b>

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



**G**

**SCHEDULE OF PROPOSED SUBCONTRACTORS**

<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL</b>
<b>SCMU NUMBER</b>	<b>SCMU5-18/19-0024</b>

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on **SBD 6.1 form**.

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.

We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					
3					



4					
5					

**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*

-----



## H

### CAPACITY OF THE BIDDER

<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL</b>
<b>SCMU NUMBER</b>	<b>SCMU5-18/19-0024</b>
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)</p> <p><i>Artisans and Employees: (Artisans and Employees to be ,or are ,employed for this project )</i></p>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

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.

<b>Signed:</b>	.....	<b>Date</b>	.....
<b>Name:</b>	.....	<b>Position</b>	.....
<b>Enterprise</b>			<b>Name:</b>
.....			



I

**RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS**

Tenderers must submit a max one-page description of at least three projects successfully completed. **Attach an Completion Certificate 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	DATE COMPLETED
1					
2					
3					

***If there are more projects, 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 \_\_\_\_\_



**J**

**RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS**

Tenderers must submit a max one-page description of at least three 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:

2. Essential introductory information:
  - 2.1. Name of project.
  - 2.2. Name of client.
  - 2.3. Contact details of client.
  - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
  - 2.5. 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.
  - 2.6. 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					

*If there are more projects, 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

-----

### SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

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

Signed

Date

-----

-----

Name

Position

-----

-----

Tenderer name

-----



## K

### PLANT AND EQUIPMENT

The tenderer must provide full particulars of the following Assets: (Assets owned and to be hired - Indicate owned assets). **Attach details of ownership of each of the plant & vehicle provided or hiring letter or provisional approval to hire**

NO.	MACHINERY	PLANT	EQUIPMENT	VEHICLES
1				
2				
3				

*If there are more items, 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

-----



**L**

**OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)**

*(Any other client's tender must also be included)*

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

*If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).*

Signed

Date

-----

-----

Name

Position

-----

-----

Enterprise name

-----



## M

### Evaluation Schedule 1 – Project Reference Forms - 1

<b>Project title:</b>	<b>CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL</b>
<b>Project Number:</b>	<b>SCMU5-18/19-0024</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: \_\_\_\_\_

A. 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 / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
<b>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

---



---

D. My contact details are:

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

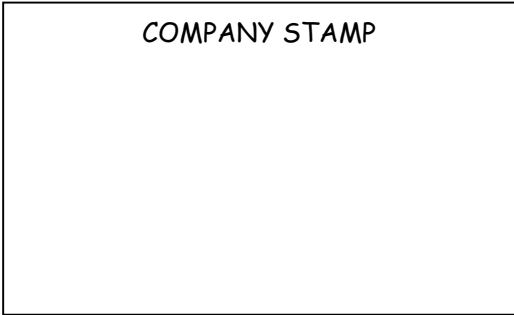


E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_

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

\_\_\_\_\_  
Date



## Evaluation Schedule 2 – Project Reference Forms - 1

<b>Project title:</b>	<b>CONSTRUCTION OF AMAMPONDONISE ASEMPUMALANGA TRADITIONAL COUNCIL</b>
<b>Project Number:</b>	<b>SCMU5-18/19-0024</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: \_\_\_\_\_

A. 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 / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
<b>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

\_\_\_\_\_

\_\_\_\_\_

D. My contact details are:

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

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

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2018



\_\_\_\_\_  
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

\_\_\_\_\_  
Date



### Evaluation Schedule 3 – Project Reference Forms - 1

<b>Project title:</b>	<b>CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL</b>
<b>Project Number:</b>	<b>SCMU5-18/19-0024</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: \_\_\_\_\_

A. 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 / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
<b>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

\_\_\_\_\_

\_\_\_\_\_

D. My contact details are:

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

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

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2018



\_\_\_\_\_  
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

\_\_\_\_\_  
Date



## VOLUME 2



## PART C1.2 CONTRACT DATA

### C1.2 : CONTRACT DATA : JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Tender No : SCM5-18/19-0024

<b>Project title:</b>	<b>CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL</b>
<b>Tender No:</b>	<b>SCMU5-18/19-0024</b>

	<p>The Conditions of Contract are clauses 1 to 42 of the <b>JBCC</b> series 2000 <b>Principal Building Agreement</b> (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
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<b>42.0</b>	<b>Part 1: Contract Data completed by the Employer</b>
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<b>42.1</b>	<b>CONTRACTING AND OTHER PARTIES</b>
<b>42.1.1</b>	<p><b>Employer:</b> Department of Public Works <b>Postal address:</b> Private Bag X0022 Bhisho 5605</p> <p><b>Tel:</b> 040 609 4538/ 071 671 5716      <b>Fax:</b> <b>Physical address:</b> Qhasana Building, Independence Avenue, Bhisho</p>
[1.2]	



42.2	CONTRACT DETAILS
42.2.1 [1.1]	<b>Works</b> description: Refer to document C3 – Scope of Work.
42.2.2 [1.1]	<b>Site</b> description: Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[31.1 #] [31.11.2 #] [31.12.2#]	1) Interest rate legislation: (a) in respect of interest owed by the <b>employer</b> , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and <span style="float: right;">Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></span>  (b) in respect of interest owed to the <b>employer</b> , the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply
[11.2.#]	2) Lateral support insurance to be effected by the <b>contractor</b> :
[31.4.2 #]	3) Payment will be made for materials and goods:
[40.2.2.#]	4) Dispute resolution by adjudication <span style="float: right;">Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></span>
[26.1.2 #]	5) Extended <b>defects</b> liability period applicable to the following elements: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
42.2.6 [15.3]	Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b> : Seven (7) working days.
42.2.7 [24.3.1] [30.1]	For the <b>works</b> as a whole: The date for <b>practical completion</b> shall be <b>8 months</b> from the <b>commencement date</b> and the penalty per calendar day shall be R <b>0.04C/R100</b> Calendar day.
42.2.8 [24.3.1] [28.1]	For the <b>works</b> in sections:  The date for <b>practical completion</b> from the <b>commencement date</b> and the <b>penalty per calendar day</b> :
42.2.9 [1.2]	The <b>law</b> applicable to this <b>agreement</b> shall be that of the: <b>Republic of South Africa</b>

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 # 12.1 #]	Contract <b>works</b> insurance to be effected by the <b>contractor</b>  <input checked="" type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 10%  With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1#, 10.2 #, 12.1 #]	Supplementary insurance is required: <b>Yes</b>  To the minimum value of the <b>contract sum</b> plus 10 %
42.3.3 [11.1#, 12.1 #]	Public liability insurance to be effected by the <b>contractor</b>  <input checked="" type="checkbox"/> For the sum of R 5 million  With a deductible not exceeding 5% of each and every claim

42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the <b>contractor</b>  For the sum of R ..... <b>(insert amount in words)</b>
-------------------------------	--



	With a deductible of R ..... <b>(insert amount in words)</b>
--	---

42.4	<b>DOCUMENTS</b>
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the <b>contractor</b> free of charge
42.4.3	<b>Bills of quantities / Lump sum document</b> schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (sixth edition as amended)
42.4.5 [3.4]	<b>JBCC</b> Engineering General Conditions are to be included in the <b>contract documents: No</b>

42.4.6 [31.5.3]	The <b>contract value</b> is to be adjusted using <b>CPAP</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[32.13]	<p>Where <b>CPAP</b> is applicable, the <b>contract sum</b> will be adjusted in accordance with the <b>JBCC</b> Contract Price Adjustment Provisions (<b>CPAP</b>) as set out in the <b>CPAP</b> Indices Application Manual as prepared by the <b>JBCC</b> Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> <li>1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities</li> <li>2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170</li> <li>3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries</li> <li>4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted</li> <li>5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45</li> </ol> <p style="text-align: center;">Alternative Indices: <b>Not Applicable</b></p>
42.4.7 [3.10]	<p>Details of changes made to the provisions of <b>JBCC</b> standard documentation</p> <p><b>Clause 1.1</b></p> <p><b>COMMENCEMENT DATE</b> – means the date that the possession of the site is given to the contractor</p> <p><b>CONSTRUCTION GUARANTEE</b> – means a guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer’s construction guarantee</b> form as selected in the <b>schedule</b>.</p> <p><b>CONSTRUCTION PERIOD</b> – means the period commencing on the <b>commencement date</b> and ending on the date of <b>practical completion</b></p> <p><b>CORRUPT PRACTICE</b> – means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p><b>FRAUDULENT PRACTICE</b> – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to and after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p>



**INTEREST** – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:

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

(b) in respect of interest owed to the **employer**, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

**SECURITY** – means the form of **security** provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expenses or loss.

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:

1.6.4 No clause

3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his tender

3.7 Add at the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC Series 200 Principal Building Agreement and Preliminaries** applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access to at all times.

3.10 Replace the second reference to “**principal agent**” with the word “**employer**”

4.3 No clause

5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the **principal agent** and in terms of which the employer shall sign all documents

10.5 Add the following as 10.5

**Damage to the works**

a) Without in any way limiting the **contractor’s** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and **security** measures and other steps for the protection and **security** of the **works** as the **contractor** may deem necessary

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

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

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

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

a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute,



consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable

- b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall upon receiving a contract instruction from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.
- d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

#### 10.7 HIGH RISK INSURANCE

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

##### 10.7.1 Damage to the works

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

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

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

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



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

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

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

14.0 Replace the entire clause 14.0 with the following:

#### 14.0 SECURITY

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

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

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

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such **security** shall be provided to the **employer** within twenty-one (21) calendar days from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) calendar days from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where the **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) calendar days from **commencement date**

14.3.2 Within twenty-one (21) calendar days of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) calendar days of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per



	<p>cent (1%) of the contract value (excluding VAT) and refund the balance to the <b>contractor</b></p> <p>14.3.4 On the date of payment of the amount in the final <b>payment certificate</b>, the <b>employer</b> shall refund the remainder of the cash deposit to the <b>contractor</b></p> <p>14.3.5 The <b>employer</b> shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the cash deposit <b>security</b> or portions thereof to the <b>contractor</b></p> <p>14.3.6 The parties expressly agree that neither the <b>employer</b> nor the <b>contractor</b> shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where <b>security</b> as a variable <b>construction guarantee</b> of ten percent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:</p> <p>14.4.1 The <b>contractor</b> shall furnish the <b>employer</b> with an acceptable variable <b>construction guarantee</b> equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.4.2 The variable <b>construction guarantee</b> shall reduce and expire in terms of the Variable <b>Construction guarantee</b> form included in the invitation to tender</p> <p>14.4.3 The <b>employer</b> shall return the variable <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall issue a written demand in terms of the variable <b>construction guarantee</b></p> <p>14.5 Where <b>security</b> as a fixed <b>construction guarantee</b> of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.5.1 The <b>contractor</b> shall furnish a fixed <b>construction guarantee</b> to the <b>employer</b> equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT)</p> <p>14.5.2 The fixed <b>construction guarantee</b> shall come into force on the date of issue and shall expire on the date of the last <b>certificate of practical completion</b></p> <p>14.5.3 The <b>employer</b> shall return the fixed <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a <b>payment certificate</b> shall be in terms of 31.8(A) and 34.8</p> <p>14.5.5 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall be entitled to issue a written demand in terms of the fixed <b>construction guarantee</b> or may recover from the payment reduction or may do both</p> <p>14.6 Where <b>security</b> as a cash deposit of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.6.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.6.2 Within twenty-one (21) calendar days of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall refund the cash deposit in total to the <b>contractor</b></p>
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	<p>14.6.3 The payment reduction of the value certified in a <b>payment certificate</b> shall be mutatis mutandi in terms of 31.8(A)</p> <p>14.6.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where <b>security</b> as a payment reduction of ten per cent (10%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be mutatis mutandi in terms of 31.8(B)</p> <p>14.7.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the <b>contractor</b></p> <p>14.8 Payments made by the guarantor to the <b>employer</b> in terms of the fixed or variable <b>construction guarantee</b> shall not prejudice the rights of the <b>employer</b> or <b>contractor</b> in terms of this agreement</p> <p>14.9 Should the <b>contractor</b> fail to furnish the <b>security</b> in terms of 14.2 the <b>employer</b>, in his sole discretion, and without notification to the <b>contractor</b>, is entitled to change the <b>contractor's</b> selected form of <b>security</b> to that of a ten per cent (10%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT), whereafter 14.7 shall be applicable</p> <p>15.1.1 No clause</p> <p>15.1.4 Add 15.1.4 as follows:  An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of <b>commencement date</b></p> <p>15.2.1 Under 41: Amend to read as follows:  "Give the <b>contractor</b> possession of the site within ten (10) working days of the <b>contractor</b> complying with the terms of 15.1.2 and 15.1.4</p> <p>17.1.11 Delete the words "and the appointment of <b>nominated</b> and <b>selected subcontractors</b>"</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 and 31.8</p> <p>31.8 Amend as follows:</p> <p>31.8(A) Where a <b>security</b> is selected in terms of 14.1; 14.5 or 14.6, the value of the <b>works</b> in terms of 31.4.1 and of the <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b></p>
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- 31.8.(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**.
- 31.8(B) Where **security** is a payment reduction in term of 14.7 has been selected the value of the **works** in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
- 31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except were the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**
- 31.12 Delete the following: "Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due."
- 32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the  
32.5.4 **contractor**"  
and 32.5.7
- 33.2 Add the following clauses 33.2.9 to 33.2.13:
- 33.2.9 the **contractor's** failure or neglect to commence with the **works** on the dates prescribed in the contract
- 33.2.10 the **contractor's** failure or neglect to proceed with the **works** in terms of the contract
- 33.2.11 the **contractor's** failure or neglect for any reason to complete the **works** in accordance with the contract
- 33.2.12 the **contractor's** refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract
- 33.2.13 the **contractor's** estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa



<p><b>42.0</b></p>	<p><b>Part 2: Contract Data provided by the Contractor:</b> <b>POST-TENDER INFORMATION</b></p> <p><b>Note: All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives available to the contractor</b></p>								
<p><b>42.5</b></p>	<p><b>CONTRACT DETAILS</b></p>								
<p>42.5.1</p>	<p><b>Contractor:</b></p> <p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Tel: ..... Fax: ..... E-mail: .....</p> <p>TAX / VAT Registration No: .....</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p>								
<p>42.5.2</p>	<p>The accepted <b>contract sum</b> inclusive of tax is R.....</p> <p>Amount in words: .....</p>								
<p>42.5.3 [31.3]</p>	<p>The latest day of the month for the issue of an interim <b>payment certificate</b>: .....</p>								
<p>42.5.4 [32.12]</p>	<p>The preliminaries amounts shall be paid in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>								
<p>42.5.5 [32.12]</p>	<p>The preliminaries amounts shall be adjusted in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>								
<p>42.5.7 [14]</p>	<p>The <b>security</b> to be provided by the <b>contractor</b>:</p> <p>(a) in respect of contracts up to R1 million, the <b>contractor</b> will provide <b>security</b> in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the <b>contractor</b> will provide, as <b>security</b>, one of the following:</p> <table border="1" data-bbox="363 1630 1378 1899"> <tr> <td data-bbox="368 1637 1150 1688">(1) cash deposit of 10 % of the <b>contract sum</b></td> <td data-bbox="1155 1637 1374 1688">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td data-bbox="368 1695 1150 1747">(2) payment reduction of 10% of the value certified in the <b>payment certificate</b></td> <td data-bbox="1155 1695 1374 1747">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td data-bbox="368 1753 1150 1805">(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b></td> <td data-bbox="1155 1753 1374 1805">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td data-bbox="368 1812 1150 1863">(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b></td> <td data-bbox="1155 1812 1374 1863">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table> <p><b>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred</b></p>	(1) cash deposit of 10 % of the <b>contract sum</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(2) payment reduction of 10% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
(1) cash deposit of 10 % of the <b>contract sum</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(2) payment reduction of 10% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								



	<b>to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b>
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period: from ..... to .....

42. 6  42. 6.1	<b>DOCUMENTS</b>	
	Contract documents marked and annexed hereto:	
	<b>Priced bills of quantities:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Lump sum document:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Guarantees:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Contract drawings:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Other documents</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Document marked as .....
		Document marked as .....
		Document marked as .....
		Document marked as .....
		(attach additional pages if more space is required)
		.....
		.....
		.....
		.....
		.....

<b>42.8</b>	<b>SIGNATURES OF THE CONTRACTING PARTIES</b>
	Thus done and signed at _____ on _____
	_____ Name of signatory for and behalf of the <b>Employer</b> who by signature hereof warrants authorization hereto
	_____ Capacity of signatory as Witness
	Thus done and signed at _____ on _____
	_____ Name of signatory for and behalf of the <b>Contractor</b> who by signature hereof warrants authorization hereto
	_____ Capacity of signatory as Witness



### C1.3 CIDB ADJUDICATOR'S AGREEMENT

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

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated ..... and known as.....

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

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

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 the Adjudicator in the presence of

Witness \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Witness: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_

Witness: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

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

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

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



**Contract Data**

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R . . . . . This fee shall become payable in equal amounts by each Party within ..... days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.



## **Generic occupational health and safety specification for construction work contracts**

**Version: September 2016**

## Generic occupational health and safety specification for construction work contracts

### II. 1 Scope

This health and safety specification in respect of a construction work contract:

- a) provides the overarching framework within which the contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993 during construction;
- b) establishes the manner in which the contractor is to manage the risk of health and safety incidents in during the construction; and
- c) establishes the manner in which the employer's health and safety agent will interact with the contractor.

**Note 1** This specification establishes generic requirements to enable the employer and the contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The contractor is required to develop, implement and maintain package specific health and safety plans. The employer is required to provide certain package specific information to the contractor or a health and safety specification for the works to enable such plans to be formulated. Accordingly, this generic specification on its own cannot ensure compliance with the requirements of the aforementioned Act (See Annexure A).

**Note 2:** The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons. **Note 3:** This specification establishes generic health and safety requirements. Site specific requirements for health and safety are stated in the scope of work associated with a contract (see Annexure A).

**Note 4:** The South African Council for the Project and Construction Management Professions has established the following specified categories of registration in terms of the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000):

- a) a Construction Health and Safety Agent who may be appointed by an employer to act as his agent in terms of the Occupational Health and Safety Act of 1993 and the Construction Regulations issued in terms of that Act;
- b) a Construction Health and Safety Manager who may be appointed by an employer to complement his professional team or by a contractor to manage company or project health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations; and
- c) a Construction Health and Safety Officers who may be appointed by an employer to mitigate the risk on a project or by a contractor to monitor and assist on-site health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations and services.

### III. 2 Definitions

**Act:** the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

**contractor:** person or organization that contracts to provide the work covered by the contract

**contract manager:** person appointed by the employer to administer the contract on his behalf

**competent person:** any person who:

- a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications specific to that work or task; and
- b) is familiar with the Act and applicable regulations made in terms of the Act

**Note:** The Regulations stipulate that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act of 2000, those qualifications and training must be regarded as the required qualifications and training.

**danger:** anything which may cause injury or damage to persons or property

**employer:** person or organisation that enters into a contract with the contractor for the provision of the work covered by the contract

**employer's health and safety agent:** the person appointed as agent by the employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters

**ergonomics:** the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance

**hazard:** a source of or exposure to danger

**hazard identification:** the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed



**health and safety plan:** a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

**health and safety specification:** a site, activity or project specific document pertaining to all health and safety requirements related to construction work which is included in the contractor's contract with the employer or an order issued in terms of framework agreement

**healthy:** free from illness or injury attributable to occupational causes

**incident:** an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;
- b) a major incident occurred; or
- c) the health or safety of any person was endangered and where:
  - i) a dangerous substance was spilled;
  - ii) the uncontrolled release of any substance under pressure took place;
  - iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

**inspector:** a person designated as such under section 28 the Act

**major incident:** an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace

**reasonably practicable:** practicable having regard to:

- a) the severity and scope of the hazard or risk concerned;
- b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
- c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

**risk:** the probability that injury or damage will occur

**safe:** free from any hazard

**scaffold:** any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

**structure:**

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

**substance:** any solid, liquid, vapour, gas or aerosol, or combination thereof

**suitable:** capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

**temporary works:** any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction

**workplace:** any premises or place where a person performs work in the course of his employment

### IV. 3 Interpretation

**3.1** The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

**3.2** Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

## 4 Requirements

### 4.1 General requirement

The contractor shall:

- a) create and maintain as reasonably practicable a safe and healthy work environment,
- b) execute the work in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring;
- c) conspicuously display any site specific number assigned to the construction site in terms of the Construction Regulations 2014 at the main entrance to the site; and
- d) respond to the notices issued by the employer's health and safety agent as follows:
  - 1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;
  - 2) Contravention Notice: rectify contravention as soon as possible;
  - 3) Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so.

Note: Financial penalties can be applied should Contravention Notices be issued. This should be dealt with in the Contract Data.

### 4.2 Administration

#### 4.2.1 Notification of intention to commence construction work

**4.2.1.1** The contractor shall on sites where no construction work permit has been issued by the Provincial Director of the Department of Labour notify such director in writing using a form similar to that contained in Annexure 2 of the Construction Regulations issued in terms of the Act before construction work commences and retain proof of such notification in the health and safety file where the work includes:

- a) excavation work;
- b) working at height where there is a risk of falling;
- c) the demolition of a structure;
- d) the use of explosives; or
- e) a single storey dwelling for a client who is going to reside in such dwelling upon completion

**4.2.1.2** The contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

**4.2.1.3** The contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

#### 4.2.2 Copy of the Act

The contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

#### 4.2.3 Good standing with the compensation fund or a licensed compensation insurer

The contractor shall before commencing with any work on the site provide the employer's health and safety representative with proof of good standing with the compensation fund or with a licensed compensation insurer.

#### 4.2.4 Emergency procedures

**4.2.4.1** The contractor shall submit for acceptance to the employer's health and safety agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

- a) identifies the key personnel who are to be notified of any emergency;



- b) sets out details including contact particulars of available emergency services; and
- c) the actions or steps which are to be taken during an emergency.

**4.2.4.2** The contractor shall within 24 hours of an emergency taking place notify the employer's health and safety agent in writing of the emergency and briefly outline what happened and how it was dealt with.

#### **4.2.5 Health and safety file**

**4.2.5.1** The contractor shall establish and maintain on site a health and safety file which contains copies, as relevant of:

- a) the following documents which shall be placed in the file prior to commencing with physical construction activities
  - 1) copy of the contraction work permit issued in terms of the Construction Regulations 2014;
  - 2) the contractor's health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
  - 3) copies of all risk assessments that were conducted
  - 4) the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;
  - 5) the letters of appointment, as relevant, together with a brief curricula vita (CV) of:
    - the construction manager and any assistant construction managers;
    - the construction health and safety manager
    - the construction health and safety officer
    - the risk assessor who is tasked to perform the risk assessments; and
    - the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
    - the authorised persons responsible for gas appliances, gas system gas reticulation system covered by the Pressure Equipment Regulations;
  - 6) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
  - 7) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;
  - 8) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;
  - 9) the preliminary hazard identification undertaken by a competent person;
  - 10) the organogram which outlines the roles of the construction supervisor's assistants and safety officers; and
  - 11) the contractor's health and safety plan;
  - 12) the emergency procedures;
  - 13) the procedure for the issuing and replacement of lost, stolen, worn or damaged personal protective clothing and equipment; and
  - 14) proof that the contractor and all the subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
- b) the following documents, as relevant, which shall be placed in the file after construction activities have commenced
  - 1) the letters of appointments, if relevant, together with a brief curricula vita (CV) of:
    - persons who are required to assist the construction supervisor;
    - construction supervisor for the site in respect of construction work covered by the Construction Regulations;
    - competent persons;
    - assistants of construction supervisor; and



- designers of temporary works;
- 2) any revisions to the organogram which outlines the roles of the construction supervisor's assistants and safety officers;
- 3) each and every subcontract agreement and each and every subcontractor's approved health and safety plan;;
- 4) proof that the every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
- 5) proof of all subcontractor's induction training whenever it is conducted;
- 6) copies of the minutes of the contractor's subcontractors health and safety meetings;
- 7) copies of each of the contractor's subcontractors' health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
- 8) the health and safety plans of all the contractor's subcontractors who are required to provide such plans;
- 9) copies of the fall protection plan and each revision thereof;
- 10) a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;
- 11) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;
- 12) any report made to an inspector by the health and safety committee;
- 13) the minutes of all health and safety meetings and any recommendations made to the contractor by the health and safety committee;
- 14) the findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;
- 15) the inputs of the safety officer, if any, into the health and safety plan;
- 16) details of induction training conducted whenever it is conducted including the list of attendees;
- 17) proof of the following where suspended platforms are used:
  - a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
  - proof of competency of erectors, operators and inspectors;
  - proof of compliance of operational design calculations with requirements of the system design certificate;
  - proof of performance test results;
  - sketches indicating the completed system with the operational loading capacity of the platform;
  - procedures for and records of inspections having been carried out;
  - procedures for and records of maintenance work having been carried out;
  - proof that the prescribed documentation has been forwarded to the provincial director;
- 18) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;
- 19) a copy of risk assessments made by competent persons;
- 20) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;
- 21) the names of the first aiders on site and copies of the first aid certificates of competency;
- 22) the names of the persons the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;
- 23) medical certificates of fitness for the contractor's and subcontractors' employees specific to the construction work to be performed and issued by an occupational health and safety practitioner;
- 24) details of all incidents together with the Contractor's investigative report on such incident;
- 25) the record of inspections carried out by the designers of structures to ensure compliance with designs; and



- 26) any other documentation required in terms of regulations issued in terms of the Act including a record of all drawings, designs, materials used and other similar information concerning the completed structure;

**4.2.5.2** The health and safety file shall be made available for inspection by any inspector, subcontractor, the contract manager, the employer's health and safety agent or employee of the contractor upon the request of such persons.

**4.2.5.3** The health and safety file shall be updated to ensure that its contents always reflect the latest available information.

**4.2.5.4** The contractor shall hand over a copy of the health and safety file to the employer's health and safety agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

#### **4.2.6 Health and safety committee**

**4.2.6.1** The contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and persons nominated by the contractor. Such meetings shall be convened whenever necessary but at least once every month to:

- a) make recommendations to the contractor regarding any matter affecting the health or safety of persons on the site; and
- b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

**4.2.6.2** The contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

**4.2.6.3** The contractor shall ensure that minutes of the health and safety committee meetings are kept. The employer's health and safety agent shall be invited to attend such meetings as an observer.

#### **4.2.7 Inspections, formal enquires and incidents**

**4.2.7.1** The contractor shall inform the relevant safety representative:

- a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- b) as soon as reasonably practicable of the occurrence of an incident on the site.

**4.2.7.2** The contractor shall record all incidents and notify the employer's health and safety agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector of the department of labour and notify the Provincial Director of the Department of Labour of such incident within 7 days on the prescribed form.

**4.2.7.3** The contractor shall investigate all incidents and issue the employer's health and safety agent with copies of such investigations.

**4.2.7.4** The contractor shall in the event of an incident in which a person dies, or is injured to such an extent that he is likely to die, or suffered the loss of a limb or part of a limb:

- a) notify the Provincial Director of the Department of Labour of such incident by telephone, facsimile or similar means of communication;
- b) ensure that no person disturbs the site at which the incident occurred or remove any article or substance involved in the incident therefrom, without the consent of an inspector, unless an action is necessary to prevent a further incident, to remove the injured or dead, or to rescue persons from danger; and
- c) provide the Provincial Director of the Department of Labour with a report which includes the measures that the contractor or his subcontractor intend to implement to ensure a safe site as reasonably practicable.

**4.2.7.5** The contractor shall notify the Provincial Director of the Department of Labour of the death of any person which results from injuries sustained in an incident.

#### **4.2.8 Personal protective equipment and clothing**



The contractor shall ensure that:

- a) all workers are issued with the necessary personal protective clothing;
- b) all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and
- c) clear procedures are in place for the replacement of lost, stolen, worn or damaged personal protective clothing.

### **4.3 Appointments**

#### **4.3.1 Construction manager**

The contractor shall appoint in writing one full time competent person as the construction manager with the duty of managing all the construction on a single site including that of ensuring occupational health and safety compliance. Where appropriate, the contractor shall appoint in writing one or more assistant construction managers.

#### **4.3.2 Appointment of construction health and safety officers**

The contractor shall after consultation with the employer after considering the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, prior to commencing the work and if necessary, appoint a full-time or a part-time suitably qualified health and safety officer to assist in the control of all health and safety related aspects on the site.

#### **4.3.3 Construction supervisors**

**4.3.3.1** The construction manager shall in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

**4.3.3.2** A contractor shall after considering the size of the project and if considered necessary, appoint in writing one or more competent employees for different sections of the work to assist the construction supervisor.

#### **4.3.4 Competent persons**

**4.3.4.1** The contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- a) formwork and support work operations;
- b) excavation work;
- c) demolition work;
- d) scaffolding work operations;
- e) suspended platform work operations;
- f) material hoists;
- g) bulk mixing plants;
- h) temporary electrical installations;
- i) the stacking and storage of articles on the site; and
- j) fire equipment.

**4.3.4.2** The contractor shall appoint in writing competent persons to:

- a) induct employees in health and safety; and
- b) prepare and update as necessary a fall protection plan and to provide the construction manager with a copy of the latest version of such plan.

#### **4.3.5 Health and safety representatives**

**4.3.5.1** The contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to:



- a) review the effectiveness of health and safety measures;
- b) identify potential hazards and potential major incidents;
- c) in collaboration with his employer, examine the causes of incidents;
- d) investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;
- e) make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- g) inspect the site with a view to, the health and safety of employees, at regular intervals;
- h) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- i) participate in any internal health or safety audit.

**4.3.5.2** The contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established in 4.3.1

#### **4.4 Employer's health and safety agent**

**4.4.1** The employer's health and safety agent shall:

- a) audit the contractor's compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;
- b) accept or reject the contractor's health and safety plans, giving reasons for rejecting such plans;
- c) monitor the effective implementation of all safety plans;
- d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;
- e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the contractor or any of the contractor's subcontractors with a copy to the contract manager and, where relevant, to the contractor.

**4.4.2** The contractor shall invite the employer's health and safety agent to audit compliance with the requirements of this specification before commencing with any physical construction activity on the site.

#### **4.5 Creating and maintaining a safe and healthy work environment**

##### **4.5.1 General**

**4.5.1.1** The contractor shall with respect to the site and the construction work that are contemplated:

- a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
- b) evaluate the risks associated with the identified hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and
- c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

**4.5.1.2** The contractor shall ensure that:

- a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
- c) account of information, if any, provided by the designer of the structure is taken into account in the risk assessment;

Note: The information provided by the designer should outline known or anticipated dangers or hazards relating to the work and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

**4.5.1.3** The contractor shall carry out regular inspections and audits to ensure that the work is being performed in accordance with the requirements of this specification.



#### 4.5.2 Risk assessment

**4.5.2.1** The contractor shall before the commencement of any work on site and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

- a) identify hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks associated with the identified hazards;
- c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic “toolbox talks” or inductions before undertaking hazardous work, to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps to focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are suggested:

- 1) Identify the hazards by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer’s instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (eg high levels of noise or exposure to harmful substances) as well as safety hazards etc.
- 2) Identify who may be harmed and how by identifying how individuals and groups of people might be harmed i.e. what type of injury or ill health might occur.
- 3) Evaluate the risks and decide on precautions by doing everything ‘reasonably practicable’ to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be removed all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (eg switch to using a less hazardous chemical); prevent access to the hazard (eg by guarding); organise work to reduce exposure to the hazard (eg put barriers between pedestrians and traffic); issue personal protective equipment (eg clothing, footwear, goggles etc); and provide welfare facilities (eg first aid and washing facilities for removal of contamination).
- 4) Record the findings by writing down the findings of the risk assessment.

**4.5.2.2** The contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

**4.5.2.3** Notwithstanding the provisions of the fall protection plan, the contractor shall ensure that:

- a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
- d) fall prevention and fall arrest equipment is:
  - suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
  - securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
- e) fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and
- f) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

**4.5.2.4** Where roof work is being performed on a construction site, the contractor shall ensure that it is indicated in the fall protection plan that:

- a) the roof work has been properly planned;
- b) the roof erectors are competent to carry out the work;



- c) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
- d) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
- e) the areas mentioned in paragraph (d) are to be suitably barricaded off to prevent persons from entering;
- f) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- g) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

#### 4.5.3 Health and safety plans

**4.5.3.1** The contractor shall prior to commencing the work to which this specification applies, submit to the employer's health and safety agent for approval a suitable and sufficiently documented health and safety plan, based on this specification, the health and safety specification and the risk assessment that is conducted.

**4.5.3.2** The health and safety plan shall as a minimum provide:

- a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract); and
- b) an outline of the manner in which the contractor intends complying with the requirements of this specification.

**Table 1: Example of the format of a health and safety plan**

What are the hazards relating to work tasks?	Who might be harmed and how?	What are the safe work procedures for the site?	What further action is necessary (monitoring and review)?	Action by whom	Action by when

**4.5.3.3** The contractor shall discuss the submitted health and safety plan with the employer's health and safety agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

**4.5.3.4** The contractor shall apply the approved health and safety plan from the date of its commencement and for the duration of the work to which this specification applies.

**4.5.3.5** The contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the employer's health and safety agent, but at least once every month.

**4.5.3.6** The contractor shall review and update the health and safety plan whenever changes to the works are brought about or following the occurrence on an incident.

#### 4.5.4 Responsibilities towards employees and visitors

**4.5.4.1** The contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

**4.5.4.2** The contractor shall ensure that all employees under his or her control and the employees of his subcontractors who are performing construction work are:



- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.

**4.5.4.3** The contractor shall cause a record of training to be kept which indicates the training dates, the names, identity numbers and job description of all those who attended such training and the name, identity number and competence of the person who provided the training..

**4.5.4.4** The contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

**4.5.4.5** The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and
- b) is provided with the necessary personal protective equipment.

**4.5.4.6** The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:

- a) unauthorized entrance prohibited;
- b) signage to indicate what personal protective equipment is to be worn; and
- c) activity related signs.

**4.5.4.7** The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

#### **4.5.5 Subcontractors**

**4.5.5.1** The contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the contract. Such a subcontract shall require that the subcontractor:

- a) co-operate with the contractor as far as is necessary to enable both the contractor and subcontractor to comply with the provisions of the Act; and
- b) as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

**4.5.5.2** The contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and the health and safety specification.

**4.5.5.3** The contractor shall discuss and negotiate with each subcontractor performing construction work the subcontractor's health and safety plan and approve that plan for implementation.

**4.5.5.4** The contractor shall take reasonable steps as are necessary to ensure that:

- a) potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
- b) each subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to their performance of work on site;
- c) all the subcontractor's employees have a valid medical certificate of fitness specific to the construction work which are to be performed which is issued by an occupational health and safety practitioner;
- d) all sub-contractors co-operate with each other to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations;
- e) each subcontractor performing construction work has and maintains a health and safety file containing the relevant information described in 4.2.5; and
- f) each sub-contractor's health and safety plan is implemented and maintained.



**4.5.5.5** The contractor shall conduct periodic document verifications and audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such subcontractors, but at least once per month.

**4.5.5.6** The contractor shall stop any subcontractor from executing construction work which is not in accordance with the contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

**4.5.5.7** The contractor shall ensure that where changes to the works occur including design changes, sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.

**4.5.5.8** The contractor shall ensure that:

- a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
- b) potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
- c) every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

**4.5.5.9** The contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.

**4.5.5.10** The contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

**4.5.5.11** The contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

**4.5.5.12** The contractor shall satisfy himself and ensure that all subcontractor employees deployed in the site are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

**4.5.5.13** The contractor shall undertake a risk assessment together with subcontractors whenever subcontractors are working in close proximity to other subcontractors particularly activities involve excavations, the moving of earth, the movement of heavy machinery and working at heights.

#### **4.5.6 First aid, emergency equipment and procedures**

**4.5.6.1** The contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment which includes the items listed in the General Safety Regulations issued in terms of the Act.

**4.5.6.2** The contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.



#### 4.5.7 Facilities for workers

**4.5.7.1** The contractor shall provide and keep clean and fit for use at or within reasonable access of the site:

- a) at least one shower facility for every 15 workers;
- b) at least one sanitary facility for every 30 workers;
- c) changing facilities for each gender; and
- d) sheltered eating areas.

**4.5.7.2** A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

#### 4.6 Design of temporary work

The contractor shall:

- a) provide the health and safety agent with the names and contract particulars of the designers involved in the design of temporary works;
- b) issue the designers with a copy of the health and safety specification as well as any pertinent information contained in the contract; and ..
- c) provide the health and safety agent with certificates issued by the designer of the temporary works that such works are fit for purpose before such works are used in support construction activities.

#### 4.7 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.

<b>Minor: Penalty: R50/count</b>	<b>Medium: Penalty: R500/count and a non-conformance</b>	<b>Severe Penalty: 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	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors 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, approved 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	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Any serious breach of legal requirements
	No certificates of fitness for workers as required	
	Working without approved method statements	

#### 4.8 Failure to Comply with Provisions

Failure or refusal on the part of the PC or their Contractors 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, shall be sufficient cause for the engineer to apply penalties as follows:

- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the H&S Specification.
- (ii) In addition a time-related penalty of R500,00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the Client's representative. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

#### **4.9 MEASUREMENT AND PAYMENT**

The payment items for Occupational Health & Safety are contained in the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in this document.

#### **5. MEASUREMENT AND PAYMENT**

The payment items for Occupational Health & Safety are contained in the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in this document.

#### **Annexure A: Incorporating this specification in procurement documents**

**A1** The Occupational Health and Safety Act of 1993 (Act No. 181 of 1993) requires amongst other things that every employer provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees (see section 8). The Act holds the employer liable for acts of omission of employees or mandataries (i.e. agents, contractors, or a subcontractor) unless it is proved that permission was not given to the employee or mandatory to act or fail to act in a manner which has obviously resulted in the flouting of the law, the employee or mandatory was acting outside the scope of his or her authority and that the questionable conduct of the employee or mandatory was not a condition laid down by the employer and the employer took reasonable steps to prevent the questionable / unlawful conduct of the employee or mandatory (see Section 37 of the Act). The employer can be relieved of this liability if the mandatory enters in writing into an agreement with the employer which sets out the arrangements and procedures to ensure compliance by the mandatory with the provisions of the Act.

**A2** The Construction Regulations 2014 require employers (clients) to enter into written agreements with contractors (principle contractors). These Regulations are specifically designed to ensure that inter-action between the various role players takes place in construction work. The employer is required to, amongst other things:

- a) provide the contractor with a documented health and safety specification for the construction work;
- b) provide the contractor with information which can affect the health and safety of anyone carrying out the construction work;
- c) take reasonable steps including periodic audits to ensure that the contractor implements and maintains his or her health and safety plan;
- d) stop where necessary any work which is not in accordance with the health and safety plan;
- e) ensure that tenderers have made provision for health and safety measures in the construction process; and
- f) discuss, negotiate and approve health and safety plans produced by the contractor.



The employer may, however, appoint an agent to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by the regulations upon an employer, as far as reasonably practicable, are imposed upon the agent.

**A3** The designer of a structure is required to provide the employer with all relevant information about the structure which can affect the pricing of the structure, inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work and make available to the contractor all relevant information required for the safe execution of the work, geotechnical information, structural design loads and methods and sequence of construction.

**A4** The National Treasury Standard for Infrastructure Procurement and Delivery Management requires that procurement documents be compiled in accordance with the provisions of SANS 10845-2, Construction procurement – Part 2: Formatting and compilation of procurement documents. This standard requires that procurement documents comprise a number of component documents including the:

- a) scope of work i.e. the document that specifies and describes the goods, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed
- b) site information i.e. the document that describes the site as at the time of tender, to enable the tenderer to price his tender and to decide upon his method of working and programming

**A5** Occupational health and safety is a constraint relating to the manner in which the contract work is to be performed. The scope of work needs to identify the high level package specific hazards identified by the employer and communicate to the contractor any information which can affect the health and safety of anyone carrying out the construction work and can influence the pricing of the contract. It should also contain information provided by the designer of structures relating to any known or anticipated dangers or hazards relating to the construction work and all relevant information required for the safe execution of the work, geotechnical information, structural design loads and methods and sequence of construction if not shown on the construction drawings. It also needs to incorporate by reference this specification.

**A6** Package specific information such as geotechnical information and existing buildings containing asbestos products should be included in the site information.

**A7** It is recommended that the wording in the example be included in the scope of work of all contracts involving work falling within the following the following definition of construction work that is provided in the Construction Regulations:

*any work in connection with:*

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

**Example:**

**Health and Safety**

The major hazards identified by the Employer are . . . . .

The site specific health and safety specification for the intended construction work, based on the baseline risk assessment is contained in Annexure . . . . .

The Contractor shall demonstrate compliance with the requirements of the Occupational Health and Safety Act of 1993 and manage the risk of health and safety incidents in the execution of the contract in accordance with the provisions of National Treasury’s Occupational Health and Safety Specification for Construction Work Contracts. The Employer’s health and safety agent shall interact with the Contractor in accordance with the provisions of this specification.

**Occupational Health and Safety Specification – Amendment (2014).**

**1. Introduction**



The *Department of Public Works* is deemed as the “**Client**” in terms of the definitions of Construction Regulations of 2014 as published in *Government Gazette No. 37305*. The Construction Regulations of 2014 under *CR(5)(1)* stipulates that the client must prepare a suitable, sufficiently documented and coherent site specific Occupational Health and Safety Specification for the intended construction work based on the baseline risk assessment.

The purpose of this Occupational Health and Safety Specification document (which hereinafter will be referred to as OHSE Spec) is to provide designers and the successful tenderer with essential OHS information to ensure effective safety management during the design and construction phase of the project.

This OHSE Spec forms an integral part of the contract between the Client and the Principal Contractor, so as to ensure compliance with the Occupational Health and Safety Act, Act 85 of 1993 and its applicable regulations and must serve as the basis for the Principal Contractor to develop his/her Project Safety, Health and Environmental Management Plan. As with any other plan for it to be implemented and managed effectively it requires the allocation of sufficient funds to achieve the objectives set out in the plan. In line with this requirement Construction Regulation 5(1)(g) requires the Client to ensure that the Principal Contractor has made adequate provisions for the cost of Health and Safety Measures in their tenders.

It must be noted that this OHSE Spec as much as it is detailed it is not exhaustive and the onus is on the Principal Contractors to ensure that they comply with Section 8 of the OHS Act, Act 85 of 1993 which states that “*Every Employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees.*” this means that Principal Contractors as they are employers in their own right must at all times ensure continuous assessments are done for continued provision and maintenance of a healthy and safe working environment.

## 2. Definitions

*For the purpose of the OHSE Spec, the abbreviations or definitions given hereunder shall apply and the reference to on gender will also apply to the other gender.*

“**CR**” refers to the Construction Regulations 2014

“**Agent (Pr.CHSA)**” means a competent person who acts as a representative for a Client in terms of regulation (5)5.

“**Client**” means Department of Public Works

“**Competent person**” means a person who-

- (a) Has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific for that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- (b) Is familiar with the OHS Act, Act 85 of 1993 and with the applicable regulations made under the Act;

**"Construction Manager (Site Agent)"** means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

**"Construction Site"** means a work place where construction work is being performed;

**"Construction Supervisor"** means a competent person responsible for supervising construction activities on a construction site;

**"Construction Vehicle"** means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

**"Construction work"** means any work in connection with –

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

**"Construction Work Permit"** means a document issued in terms of regulation 3 of the Construction Regulations 2014;

**"Contractor"** means an employer who performs construction work;

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

**"Fall Protection Plan"** means a documented plan, which includes and provides for-

- (a) All risks relating to working from a fall risk position, considering the nature of work undertaken;
- (b) The procedures and methods to be applied in order to eliminate the risk of falling; and
- (c) A rescue plan and procedures;

**"Health and Safety File"** means a file, or other record containing the information in writing required by these Regulations;

**"Health and Safety Plan"** means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

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

**"Medical Certificate of Fitness"** means a certificate contemplated in regulation 7(8) of Construction Regulations 2014;

"Principal Contractor" means an employer appointed by the client to perform construction work;

"Safety Officer" – a person deemed competent by SACPCMP under the relevant category of registration.

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

### **3. Scope of Application**

This OHSE Specification document stipulates the minimum Occupational Health, Safety, and Environmental requirements that the tenderer need to address in his/her OHSE Plan. This Specification also addresses legal compliance, hazard identification, risk assessment, risk control, and the promotion of a Health and Safety culture amongst those working on the project.

This OHSE Specification further seeks to achieve the following;

- (a) To provide Principal Contractors with the Structure of the Detailed OHSE Plans they will have to prepare and submit for this project. **See T2.32 in returnable schedule**
- (b) Provide the overarching framework within which the Principal Contractor is required to demonstrate compliance with certain requirements for occupational health and safety established by the Occupational Health and Safety Act, Act 85 of 1993, all applicable regulations and Client Specific Requirements. **See T2.33 in returnable schedule**
- (c) To bring to the attention of the Bidding Principal Contractors that they need to make an undertaking that the costs for executing the project includes the costs of complying with the OHS Act, Act 85 of 1993, all applicable regulations including Client Specific requirements. Such undertaking is made by appending signatures on the OHS Declaration for Tenders. **See T2.17 in returnable schedule**
- (d) Ensure that the Principal Agent as the Professional Service Provider appointed by the Department to manage the project on its behalf in terms of the Conditions of Contract applicable to this project ensures that the contents of this document and the attached Baseline Risk Assessment are taken into consideration during design by all professions appointed and that the OHSE Specification is incorporated into the tender documents. **See T2.34 in returnable schedule**

### **4. Contractual Issues**

Acceptance by the Principal Contractor of the contract with KZN DOPW shall constitute acknowledgement that the Principal Contractor has familiarised him/herself with the contents of the OHSE Spec and that he/she will comply with all its obligations in respect thereof.

Due to fact that this document is based on legislative requirements, the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.

The Client or its duly appointed Construction H&S Agent reserves the right to stop any Principal Contractor or Sub-Contractors from working whenever Safety, Health or Environmental requirements are being violated as required by regulation 5(1)(q). Any resultant costs of such work stoppages will be for the relevant Contractor's account.

The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and when the Client deems fit to address issue of OHSE Compliance.

The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document and/or any other applicable legislative requirements imposed on the Contractor.

## **5. Administrative Requirements**

### **(a) Application for a Construction Work Permit Number *(Exempted until 7 August 2015)***

Should the submitted tender meet the following criteria then the tenderers must ensure that they attach a certified copy of the **SACPCMP** Certificate for a Registered Construction Manager together with their OHSE Plans. The criterion is as follows;

- (i) *Construction work will exceed 180 days*
- (ii) *Will involve more than 1800 person days of construction work; or*
- (iii) *The works contract is for a CIDB grading level 3G or 4GB*

The application for the Construction Work Permit Number as contemplated above shall be the responsibility of the client depending on the submission of all relevant documentation from the successful tenderer.

After the Provincial Director of Labour has issued a Construction Work Permit, the Client's or its duly appointed Construction H&S Agent will issue a letter advising the Project Leader and the Principal Agent to arrange the site handover meeting as all legislative requirements would have been complied with including as a copy of the construction permit to work.

### **(b) Notification of Construction Work**

If the submitted tender does not meet any of the criteria as stipulated under paragraph 5(a) then the successful tenderer must at least within 07 working days before commencing with construction work notify the Provincial Director in writing using **Annexure “2” of the Occupational Health and Safety Act, 1993 (Regulation 4 of the Construction Regulations, 2014 - free online at [www.gpwonline.co.za](http://www.gpwonline.co.za))**, if the intended construction works will include:

- a) excavation works
- b) working at heights where there is risk of falling
- c) demolition of structures; or
- d) the use of explosives to perform construction work

A copy of the notification once stamped by a DoL Official must be submitted to the client prior to commencing with construction work.

## 6. Appointment of a Fulltime/ Part time Safety Officer

The Principal Contractors will have to appoint a competent Construction H&S Officer as per the following criteria;

- (i) *Number of employees onsite between 30 but below 50 – Part Time Safety Officer shall be appointed and will be onsite at least 2 days a week*
- (ii) *Number of employees above 50 – Fulltime Safety Officer should be appointed.*
- (iii) *Should the project require a Construction Work Permit – a Fulltime Safety Officer should be appointed.*

Further to the above criteria, should the Client or its Representative having considered the risks present and lack of compliance to the Occupational Health and Safety Act, Act 85 of 1993 and its applicable Regulations the Client or its Representative may issue an instruction that a Part/ Full Time Construction Health and Safety Officer must be appointed, such a requirement will have to be met. **Taking the Risk associated with this project into consideration it is deemed that a full time Safety Officer needs to be appointed and be present on site at all times.**



**N**

**BASELINE RISK ASSESSMENT**

<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL</b>
<b>SCMU NUMBER</b>	<b>SCMU5-18/19-0024</b>
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</i>	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures

*You can list all activities on a separate page to address this issue (the above table is just for reference purposes).*

Signed

Date

-----

-----

Name

Position

-----

-----

Enterprise name

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## ***EPWP REQUIREMENTS AND SPECIFICATION*** **(IF APPLICABLE, ATTACH HERE)**



## SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDED PUBLIC WORKS PROGRAMME (EPWP)

Project Name	<b>CONSTRUCTION OF AMAMPOMDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL</b>	SCMU Number	<b>SCMU5-18/19-0024</b>
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### Introductory notes:

- The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters **LI** are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

### DESCRIPTION OF THE WORKS

#### Employer's objectives

The employer's objectives are to deliver public infrastructure using labour-intensive methods.

#### Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

#### LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C). at NQF outlined in Table 1.

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards. Table 1: Skills programme for supervisory and management staff.

**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and  any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services.	



Personnel	NQF level	Unit standard titles	Skills programme description
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and  any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail :gerard@ceta.co.za , tel: 011-265 5900)			

## EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
  - 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
  - 1.1.2 The rate of pay set for the SPWP per task or per day will be an acceptable rate determined by the Department of Labour.
  - 1.1.3 Tasks established by the contractor must be such that:
    - a) the average worker completes 5 tasks per week in 40 hours or less; and
    - b) the weakest worker completes 5 tasks per week in 55 hours or less.
  - 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
  - 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
    - a) where the head of the household has less than a primary school education;
    - b) that have less than one full time person earning an income;
    - c) where subsistence-agriculture is the source of income.
    - d) that who are not in receipt of any social security pension income
  - 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
    - a) 55 % women;
    - b) 55% youth who are between the ages of 18 and 35; and
    - c) 2% on persons with disabilities.



- 1.2 Specific provisions pertaining to SANS 1914-5
  - 1.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.
  - 1.2.2 Contract participation goals
    - 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
    - 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
  - 1.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
  - 1.2.4 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
  - 1.2.5 Variations to SANS 1914-5
    - 1.2.5.1 The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
    - 1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- 1.3 Training of targeted labour
  - 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
  - 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required.
  - 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
  - 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
  - 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

## **GENERIC LABOUR-INTENSIVE SPECIFICATION**

### **1 Scope**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

### **2 Precedence**



Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

### 3 Hand excavateable material

Hand excavateable material is material:

#### a) Granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### b) Cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60 degrees with respect to the horizontal) into the material being used.

**Table 1: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.



Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.
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**4 Trench excavation**

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

**5 Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**6 Excavation**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**7 Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

**8 Shaping**

All shaping shall be undertaken by hand.

**9 Loading**

All loading shall be done by hand, regardless of the method of haulage.

**10 Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

**11 Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

**12 Spreading**

All material shall be spread by hand.

**13 Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved.

**14 Grassing**

All grassing shall be undertaking by sprigging, sodding, or seeding by hand.

**15 Stone pitching and rubble concrete masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

**16 Manufactured Elements**



Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

## ADDITIONAL SPECIFICATION - EPWP NYS

### EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects: NATIONAL YOUTH SERVICE (NYS)

#### S.01 SCOPE

This project is part of the Expanded Public Works Programme and the National Youth Service Programme and aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by a separate service provider. This service provider will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. If necessary the contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Special Public Works Programme (SPWP) for the National Youth Services Programme. These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

#### S.02 TERMINOLOGY AND DEFINITIONS

##### SL 02.01 TERMINOLOGY

- (a) SPWP The Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.
- (b) EPWP Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet.
- (c) UYF Umsobumvu Youth Fund.
- (d) DOL Department of Labour.



## **SL 02.02 DEFINITIONS**

- (a) “employer” means the contractor or any party employing the worker / beneficiary under the EPWP – NYS Programme.
- (b) “client”- means the Department of Public Works.
- (c) worker / trainee - means any person working or training in an elementary occupation on a SPWP.

## **SL 03 APPLICABLE LABOUR LAWS**

In line with the Expanded Public Works Programme (EPWP) policies, 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, of which extracts have been reproduced below in clauses SL 04 shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers. The Code of Good Practise for Employment and Conditions of Work for 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. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled workers undertake.

### **SL 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP**

#### **SL 04.01 DEFINITIONS**

- a) “department” means any department of the State, implementing agent or contractor;
- b) “employer” means any department that hires workers to work in elementary occupations on a SPWP;
- c) “worker” means any person working in an elementary occupation on a SPWP;
- d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- e) “management” means any person employed by a department or implementing agency to administer or execute a SPWP;
- f) “task” means a fixed quantity of work;
- g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- i) “time-rated worker” means a worker paid on the basis of the length of time worked
- j) “Service Provider” means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

#### **SL 04.02 TERMS OF WORK**

- (a) Workers on a SPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.



- (c) Employment on a SPWP does not qualify as employment and a worker so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

#### **SL 04.03 NORMAL HOURS OF WORK**

- a) An employer may not set tasks or hours of work that require a worker to work–
- (i) more than forty hours in any week
  - (ii) on more than five days in any week; and
  - (iii) for more than eight hours on any day.

b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.

c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

Every work is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

An employer and worker may agree on longer meal breaks.

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.

#### **SL 04.04 MEAL BREAKS**

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

#### **SL 04.05 SPECIAL CONDITIONS FOR SECURITY GUARDS**

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each.



**SL 04.06 DAILY REST PERIOD**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**SL 04.07 WEEKLY REST PERIOD**

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").

**SL 04.08 WORK ON SUNDAYS AND PUBLIC HOLIDAYS**

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
  - (i) the worker's daily task rate, if the worker works for less than four hours;
  - (ii) double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
  - (i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

**SL 04.09 SICK LEAVE**

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.



- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - (i) absent from work for more than two consecutive days; or
  - (ii) absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

#### **SL 04.10 MATERNITY LEAVE**

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
  - (i) four weeks before the expected date of birth; or
  - (ii) on an earlier date –
    - (1) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (2) if agreed to between employer and worker; or
  - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

#### **SL 04.11 FAMILY RESPONSIBILITY LEAVE**



- (a) 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 -
- (i) when the employee's child is born;
  - (ii) when the employee's child is sick;
  - (iii) in the event of the death of –
    - (1) the employee's spouse or life partner
    - (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

#### **SL 04.12 STATEMENT OF CONDITIONS**

- (a) An employer must give a worker a statement containing the following details at the start of employment –
- (i) the employer's name and address and the name of the SPWP;
  - (ii) the tasks or job that the worker is to perform;
  - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (iv) the worker's rate of pay and how this is to be calculated;
  - (v) the training that the worker may be entitled to receive during the SPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

#### **SL 04.13 KEEPING RECORDS**

- (a) Every employer must keep a written record of at least the following –
- (i) the worker's name and position;
  - (ii) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (iii) in the case of a time-rated worker, the time worked by the worker;
  - (iv) payments made to each worker.

- (b) The employer must keep this record for a period of at least three years after the completion of the SPWP.



#### **SL 04.14**     **PAYMENT**

- (a) A task-rated worker will only be paid for tasks that have been completed.
- (b) 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. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (d) Payment in cash or by cheque must take place –
  - (i) at the workplace or at a place agreed to by at least 75% of the workers; and
  - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.
- (f) An employer must give a worker the following information in writing –
  - (i) the period for which payment is made;
  - (ii) the number of tasks completed or hours worked;
  - (iii) the worker's earnings;
  - (iv) any money deducted from the payment;
  - (v) the actual amount paid to the worker.
- (g) 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.
- (h) 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.

#### **SL 04.15**     **DEDUCTIONS**

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
  - (i) repay any payment except an overpayment previously made by the employer by mistake;
  - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or



- (iii) pay the employer or any other person for having been employed.

**SL 04.16 HEALTH AND SAFETY**

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:
  - (i) work in a way that does not endanger his/her health and safety or that of any other person;
  - (ii) obey any health and safety instruction;
  - (iii) obey all health and safety rules of the SPWP;
  - (iv) use any personal protective equipment or clothing issued by the employer;
  - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**SL 04.17 COMPENSATION FOR INJURIES AND DISEASES**

- (a) It is the responsibility of employers 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.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**SL 04.18 TERMINATION**

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.



- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

#### **SL 04.19 CERTIFICATE OF SERVICE**

- (a) On termination of employment, a worker is entitled to a certificate stating –
- (i) the worker's full name;
  - (ii) the name and address of the employer;  
the SPWP on which the worker worked;
  - (iii)
  - (iv) the work performed by the worker;
  - (v) any training received by the worker as part of the SPWP;
  - (vi) the period for which the worker worked on the SPWP;
  - (vii) any other information agreed on by the employer and worker.

#### **SL 05 EMPLOYER'S RESPONSIBILITIES**

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- (a) formulate and design a contract between himself/ herself and each of the recruited youth workers, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- (b) screen and select suitable candidates for employment from the priority list of youth workers provided by the Umsobumvu Youth Fund (UYF);
- (c) ensure that the recruited youth workers are made available to receive basic life skills training which will be conducted and paid for by the Umsobumvu Youth Fund;
- (d) ensure that all youth workers receive instruction on safety on site prior to them commencing with work on site;
- (e) ensure that all youth workers are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- (f) assist in the identification and assessment of potential youth workers to undergo advanced technical training in respective trades;
- (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- (h) provide all youth workers with the necessary protective clothing as required by law for the specific trades that they are involved in.
- (i) provide overall supervision and day-to-day management of youth workers and/or sub-contractors; and



- (j) ensure that all youth workers are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the youth worker.

## **SL 06 PLACEMENT OF RECRUITED YOUTH WORKERS**

Employers will be contractually obliged to:

- (a) employ youth workers from targeted social groups from the priority list provided by the Service Provider/ Umsobumvu Youth Fund.
- (b) facilitate on-the-job training and skills development programmes for the youth workers;
- (c) achieve the following minimum employment targets:
- (i) 100% people between the ages of 18 and 35
  - (ii) 60% women;
  - (iii) 2% people with disabilities.
- (d) brief youth workers on the conditions of employment as specified in subclause SL 04.09 above;
- (e) enter into a contract with each youth worker, which contract will form part of the Employment Agreement;
- (f) allow youth workers the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to youth workers are made as set out in subclauses SL 04.14 and SL 04.15 above.
- (h) set up of personal profile files as prescribed by Service Provider and as set out in subclause SL 04.13 above.
- (i) in addition to (h)
- a copy of the I.D;
  - qualifications;
  - career progress;
  - EPWP Employment Agreement, and
  - list of small trade tools;

must be included in the youth worker's personal profile file.

## **SL 07 TRAINING OF YOUTH WORKERS**

Three types of training are applicable, namely

- Life skills;
- On the job training and
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA :

- Youth workers shall be employed on the projects for an average of 6 months.



- Youth workers shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to youth workers.

(a) Life skills training

All youth workers are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.

(b) On-the job training

The Employer shall provide youth workers with on-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth workers and shall identify potential youth workers for skills development programmes.

(c) Technical skills training

The Employer shall assist in identifying youth workers for further training. These youth workers will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. Youth workers who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in a accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

**SL 08 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA**

**SL 08.01 PREAMBLE**

The *Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes* encourages:

- optimal use of locally-based labour in a Special Public Works Programme (SPWP);
- a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in a SPWP through the provision of training.



## **SL 08.02      BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA**

- (a) The youth workers of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP – NYS
- (b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.
- (c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.
- (d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.
- (e) The proposed targets as set out in sub clause SL 06 (c)
  - 55% youth from 18 to 35 years of age;
  - 55% women;
  - 2% disabled.

## **SL 09      CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR**

The youth workers to be employed in the programme (EPWP-NYS) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

## **SL 10      PROVINCIAL RATES OF PAY**

It is stipulated that youth workers on the EPWP-NYS receive a minimum of R 1 000 per month whilst working and R 600 per month whilst on training in ALL provinces. Should youth workers be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the youth worker whilst at training.

## **SL 11      MEASUREMENTS AND PAYMENT**

**The number of youth workers specified for this contract that will receive life skills training is 50 and technical training is 50**



SL 11.01 **PAYMENT FOR TRAINING OF YOUTH WORKERS**  
**(TARGET:- N/A YOUTH WORKERS)**

SL 11.01.01 Skills development and Technical training for youth workers for an average of 10 days .....(Prov.Sum).....Unit: R/youth worker

The above item is only applicable if DoL does not fund the Technical Training PRIOR to site handover.

SL 11.01.02 Penalty due to not meeting the target as in SL 11.01.01.....Unit: Youth worker

LESS R N/A per youth worker

SL 11.02 **PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING**

SL 11.02.01 **Life skills training for 26 days:**

01 Travelling (based on 50 km/youth worker) .....Unit: km

02 Accommodation.....(Prov.Sum).....Unit: R/youth worker

03 Profit and attendance..... Unit: %

SL 11.02.02 **Skilled development and Technical training:**

01 Travelling (based on 50 km/youth worker).....Unit: km

02 Accommodation.....(Prov.Sum)....Unit: R/youth worker

03 Profit and attendance ..... Unit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the distance travelled in km by the youth worker trained off site. The tendered rate shall include full compensation to safely transport the youth workers to and from the training venue/s.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation and daily meal allowances for the youth workers trained off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the accommodation and advance meal allowances to cover his expenses in this regard.



SL 11.03 **ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING**

SL 11.03.01 Life skills training for 26 days ..... Unit: worker-days

SL 11.03.02 Skilled development and Technical training for youth workers for (.....) days..... Unit: worker-days

The unit of measurement shall be the number of youth workers replaced while in training multiplied by the number of days absent from the site.

The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.

SL 11.04 **EMPLOYMENT OF YOUTH WORKERS**

SL 11.04.01 Employment of youth workers.....(Prov.Sum)<sup>1</sup>/<sub>4</sub>.Unit: R/worker-month

The unit of measurement shall be the number of youth workers at the statutory labour rates of R ..... multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 6 months appointment for youth workers.

SL 11.05 **PROVISION OF EPWP DESIGNED OVERALLS TO YOUTH WORKERS**

SL 11.05.01 Supply EPWP designed overalls to youth workers ..... (Prov.Sum).....Unit: R

Youth worker overalls should be orange (top and bottom) as per EPWP specification with the exception of Correctional Services contracts where the youth workers top would be blue and the bottom orange.

SL 11.05.02 Profit and attendance..... Unit: %

An amount has been provided in the Schedule of Quantities under sub item SL 10.05.01 for the supply of EPWP designed overalls, as per the specification provided by the EPWP unit, arranged by the Service Provider. The Engineer will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items SL 10.05.02 will be paid to the contractor on the value of each payment pertaining to the supply of overalls to cover his expenses in this regard.



SL 11.06 PROVISION OF SMALL TOOLS FOR YOUTH WORKERS

SL 11.06.01 Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the EPWP-NYS Service Provider. These tools will become the property of the youth worker after the completion of the programme.....(Prov.Sum)....Unit: R 500-00 /youth worker

SL 11.06.02 Profit and attendance..... Unit: %

SL 11.07 APPOINTMENT OF YOUTH TEAM LEADER/S

SL 11.07.01 Appointment of (\_\_\_\_) youth team leader/s for the duration of the contract.....(Prov.Sum)..... Unit: R / team leader

The Youth Team Leader will act as CLO/PLO to facilitate the project work between the youth workers and the contractor. Umsobumvu Youth Fund can assist with the sourcing of Youth Team Leader for employment by the contractor.

SL 11.08 LIAISON WITH SERVICE PROVIDER  
.....Unit: hours

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the works.



**EPWP - NYS EMPLOYMENT AGREEMENT**

[Example]

**CONTRACTOR**

Name:

Address:

ID:

AND

**YOUTH WORKER**

Name:

Address:

ID:

1. I am pleased to confirm that you have been appointed to work on a task-based employment contract within an EPWP - NYS project. During this contract you will undertake various tasks.
2. This contract must be in conjunction with the standard terms and conditions of employment applicable to a SPWP, a copy of which is attached.
3. The project where you will be employed is located at .....
4. The contract will start on ..... and ..... end on.....
5. You must be aware that this contract is a limited term contract and not a permanent job. Your minimum period will be 6 months and the contract may be terminated for one of the following reasons:
  - (a) Funding for the programme in your areas comes to an end.
  - (b) You repeatedly do not perform in terms of the tasks set out in your work programme.
  - (c) If you breach any of the terms and conditions of this contract.
6. Disciplinary:  
You will be employed as a general labourer within the EPWP – NYS team.
7. While you are working you will report to .....
8. Payment  
You will be paid a fixed amount of R ..... for a .....basis.



9. The contractor shall not be required to provide to local workers:

- holiday, leave, sick or severance pay;
- a pension or similar scheme;
- a medical aid or similar scheme.

10. Signatures

Signed on this day ..... of ..... 20.....

Contractor:

Youth Worker:

Witness:



**THE ATTENDANCE REGISTER FOR ON-SITE WORKERS**

Reporting month: \_\_\_\_\_

Cell No: \_\_\_\_\_

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

Surname: \_\_\_\_\_

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

**IDENTITY NUMBER:**

Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided In The Reporting Month
<b>WEEK 1</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 2</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 3</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 4</b>						
MONDAY						
TUESDAY						
WEDNESDAY						



Province of the  
**EASTERN CAPE**  
 PUBLIC WORKS

Department of Public Works • Qhasana Building • Independence Avenue • Bhisho • Eastern Cape  
 Private Bag X0022 • Bhisho • 5605 • REPUBLIC OF SOUTH AFRICA  
 Tel: +27 (0)40 602 4000 • Email: [info@dpw.ecape.gov.za](mailto:info@dpw.ecape.gov.za) • website: [www.ecdpw.gov.za](http://www.ecdpw.gov.za)

THURSDAY						
FRIDAY						
<b>Total Days worked</b>						



## **EMPLOYMENT AGREEMENT**

**BETWEEN**

***[CONTRACTOR NAME]***

**AND**

***[WORKER NAME]***



## 1. PARTIES

The Parties to this Agreement are -

1.1. Contractor: \_\_\_\_\_

herein represented by: \_\_\_\_\_

duly authorised thereto

And

1.2. Mr / Me: \_\_\_\_\_

*[worker's  
name]*

## 2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement and any Annexure thereto, unless inconsistent with or otherwise indicated by the context-

**“Agreement”** means the contents of this Agreement.

**“Company”** means the company that employs the worker

**“Department”** means the Department of Public Works

**“Worker”** is a person that performs a specific or necessary task or who completes tasks in a certain way

**“EPWP”** The Expanded Public Works Programme is a government programme aimed at the alleviation of poverty and unemployment. The programme ensures the full engagement on Labour Intensive Methods of Construction (LIC) to contractors for skills development. The EPWP focuses at reducing unemployment by increasing economic growth by means of improving skills levels through education and training and improving the enabling environment for the industry to flourish.



### 3. PURPOSE

The purpose of this agreement is to:-

Ensure that the agreement is **binding** to both the Worker and the Employer.

### 4. TERMS AND CONDITIONS

- The worker will have no entitlement to the benefits of a full time employee, namely;  
\_\_\_\_\_  
\_\_\_\_\_
- The worker should not have the expectation that this contract will be renewed or extended.
- The worker will be subject to all laws, rules, policies, codes and procedures applicable to the;  
\_\_\_\_\_
- The worker must meet the standards and requirements of the contractor
- The worker must render his/her services during normal working hours of minimum of forty to fifty five hours in any week; which comprise of an eight-hour working day in a five-day week.

### 5. REMUNERATION

The worker will receive compensation to the amount of R\_\_\_\_\_ which must be paid by the 25<sup>th</sup> or on the last day of each month.

### 6. ROLES AND RESPONSIBILITIES

#### 6.1 Employer / Worker

- Work for \_\_\_\_\_ in terms of the period as specified in the employment agreement contract.
- Be available for and participate in all learning and work experience required by the company.
- Comply with workplace policies and procedures.



- Complete any attendance or any written assessment tools supplied by the contractor to record relevant workplace experience.
- Demonstrate willingness to grow and learn through work experience.

Provide the following documentation to the employer,

- Certified identity document not longer than 3 months
- ID size photos
- Sign employment contract

## 6.2 Employer

- Employ the worker for a period specified in the agreement.
- Provide the worker with appropriate work based experience in the work environment.
- Facilitate payments of wages / stipends.
- Keep accurate records of workers.
- Where a worker/ learner is disabled, the employer will have to provide in the additional needs e.g. special materials, learning aids and in some cases physical or professional support (such aids remain the property of the employer).
- Keep up to date records of learning and discuss progress with the intern on a regular basis.
- Apply fair disciplinary, grievance and dispute resolution procedures to the worker.
- Prepare an orientation/ induction course to introduce worker/ learner to the workplace and specific workplace requirements.
- Ensure the daily attendance register is signed by the worker.

## 7. DURATION.

This agreement commences on:

\_\_\_\_\_

and

expires on:

\_\_\_\_\_

## 8. BREACH.

If either party commits any breach of the terms of this contract (and fails to rectify it within 30 days of receipt of a written notice calling it to do so, then) the other party shall be entitled to terminate the contract or to claim specific performance without prejudice to any of its other legal rights, including its rights to claim damages.



## 9. CONDITIONS OF EMPLOYMENT

### 9.1. Meal Breaks

- 9.1.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 9.1.2 An employer and worker may agree on longer meal breaks.
- 9.1.3 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.
- 9.1.4 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.

### 9.2. Special Conditions for Security Guards (Only applicable to security Guards)

- 9.2.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 9.2.2 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.

### 9.3. Weekly Rest Period

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").

### 9.4. Work on Sundays and Public Holidays

- 9.4.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 9.4.2 Work on Sundays is paid at the ordinary rate of pay.
- 9.4.3 A task-rated worker who works on a public holiday must be paid;
- (a) the worker's daily task rate, if the worker works for less than four hours;
  - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 9.4.4 A time-rated worker who works on a public holiday must be paid
- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;



- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

## **9.5 Sick leave**

- 9.5.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.
- 9.5.2 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.
- 9.5.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.5.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.5.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.5.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.5.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is
- (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.
- 9.5.9 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.
- 9.5.10 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.

## **9.6 Maternity Leave**

- 9.6.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 9.6.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 9.6.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 9.6.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after



the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

- 9.6.5 A worker may begin maternity leave as follows;
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date
    - (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
    - (ii) if agreed to between employer and worker; or
  - (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.

- 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.

## 9.7. Family responsibility leave

- 9.7.1 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;

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of
  - (i) the employee's spouse or life partner;
  - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## 9.8. Keeping Records

- 9.8.1 Every employer must keep a written record on site for the duration of the project and three (3) year after completion records should consists of at least the following;

- (a) the worker's name and position;
- (b) copy of an acceptable worker identification
- (c) in the case of a task-rated worker the number of tasks completed by the worker;



- (d) in the case of a time-rated worker, the time worked by the worker;
  - (e) payments made to each worker in a form of Proof of Payment, Payroll registers and the acknowledgement of payment receipt signed by the worker.
- 9.8.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.
- 9.9. Payment**
- 9.9.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 9.9.2 A worker may not be paid less than the Ministerial Determination wage rate.
- 9.9.3 A task-rated worker will only be paid for tasks that have been completed.
- 9.9.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 9.9.5 A time-rated worker will be paid at the end of each month.
- 9.9.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 9.9.7 Payment in cash or by cheque must take place
- (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 9.9.8 An employer must give a worker the following information in writing
- (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker's earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
- 9.9.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.



- 9.9.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**9.10. Inclement weather**

If no work has begun on site, and if an employee has reported for work, the employee will be paid for four hours. Should work be stopped after the first four hours, the employee will be paid for the hours worked. Where the employer has given employees notice on the previous working day that no work will be available due to inclement weather, then no payment will be made.

**9.11. Deductions**

- 9.11.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 9.11.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 9.11.3 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 of Law; court order or arbitration
- 9.11.4 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Unemployment Insurance Fund Contributions Act, 2002 (Act No. 4 of 2002)
- 9.11.5 An employer may not require or allow a worker to
- (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

**9.12. Health and Safety**

- 9.12.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 9.12.2 A worker must;
- (a) work in a way that does not endanger his/her health and safety or that of any other person;
  - (b) obey any health and safety instruction;
  - (c) use any personal protective equipment or clothing issued by the employer;



- (d) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

### **9.13. Compensation for Injuries and Diseases**

9.13.1 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 as amended by COIDA Act 61, 1997.

9.13.2 A worker must report any work-related injury or occupational disease to their employer or manager.

9.13.3 The employer must report the accident or disease to the Compensation Commissioner.

9.13.4 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.

### **9.14. Termination**

9.14.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

9.14.2 A worker will not receive severance pay on termination.

9.14.3 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.

9.14.4 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.

9.14.5 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.

Notice procedure is as follows;

- One week if employed for four weeks or less
- Two weeks if employed for more than four weeks but not more than a year
- Four weeks if employed for one (1) year or more

### **9.15. Certificate of Service**

9.15.1 On termination of employment, a worker is entitled to a certificate stating;

- (a) the worker's full name;
- (b) the name and address of the employer;



- (c) the Project on which the worker worked; the work performed by the worker;
- (d) any training received by the worker;
- (e) the period for which the worker worked on the Project; and
- (f) any other information agreed on by the employer and worker.

**9.16. DOMICILE**

The address to which notices and all legal documents may be delivered or served are as follows:

**Employee Details**

Name & Surname: \_\_\_\_\_

ID No: \_\_\_\_\_

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

\_\_\_\_\_

Contact No: \_\_\_\_\_

Date of Employment: \_\_\_\_\_

To be supervised by: Main Contractor:   
or Sub Contractor:

Category of employment: Skilled:   
or Unskilled:

For Skilled & Semi-skilled state the trade: \_\_\_\_\_

Period of employment: Fixed for until when your services are still required on site

I confirm that I have been inducted and fully understand the condition of my appointment.

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

Witness by  
SGB/CLO: \_\_\_\_\_

Signature by Witness: \_\_\_\_\_

**Employer Details**

Name & Surname: \_\_\_\_\_

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

Contact No: \_\_\_\_\_ Signature: \_\_\_\_\_



## HIV/STI COMPLIANCE REPORT



## SPECIFICATION FOR HIV/AIDS AWARENESS

### 1 Scope

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

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

### 2 Normative references:

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

SANS 4074 ISO 4074, *Condom Rubbers*

### 3 Definitions and Abbreviations

#### 3.1 Definitions

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

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

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

#### 3.2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

### 4 Objectives

The objectives are to:



- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counselling.

## 5 Requirements

### 5.1 General requirement

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

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

***The provisions of 5.1 c) and d) do not apply to this contract.***

### 5.2 HIV awareness programme

5.2.1 The contractor shall:

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
- b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

**Note: The National Department of Public Works maintains a list of qualified service providers.**



- 5.2.2** The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.
- 5.2.3** The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:
- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
  - b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.



## HIV/STI COMPLIANCE REPORT

### Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

SCMU number:

Payment Claim  
number:

Period covered  
by payment  
claim:

1. Distribution of condoms (briefly describe where and how condoms are distributed).

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2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).

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3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).

4. Counselling, support and care (summarise information provided).





## **Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts**

**Version: September 2016**

Issued by:



## **Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts**

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## Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

### 1 Scope

This specification establishes a key performance indicator in the form of a contract skills development goal (CSDG) relating to the structured work learning component of occupational or professional learning, which enables learners to make measurable progress towards the attainment of:

- a) a part or full occupational qualification registered on the National Qualification Framework,
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; or
- d) registration in a professional category by a recognized professional body or statutory council.

in the delivery, maintenance and operation of infrastructure through the performance of professional service, service, supply or engineering and construction works contracts or an order associated with such a contract.

This specification sets out the methods by which the key performance indicator is established, measured, quantified and verified in the performance of the contract or the execution of an order.

NOTE This specification can be applied to contracts or to orders (call-offs) issued in terms of framework agreements. Framework agreements are well suited to situations in which long term relationships are entered into. They offer flexibility in attaining contract skills development goals as requirements can be adjusted from one order to another, thus allowing key performance indicators to be improved upon over time.

### 2 Terms and definitions

For the purposes of this document, the following terms and definitions apply:

#### **allowance**

amount provided for in the contract or an order by the employer relating to one or more of the following:

- a) the performance by the contractor of work or services that are foreseen but cannot be accurately specified at the time that the contract was entered into or the order issued;
- b) work or services to be performed, or goods provided, by a subcontractor who is either nominated by the employer or is selected by the employer in consultation with the contractor after the award of the contract or the issuing of an order;
- c) provision for price adjustment for inflation; or
- d) other budgetary provisions intended to cover the employer's contractual risks

#### **artisan**

a person who has been certified as competent to perform a listed trade in accordance with Section 26B of the Skills Development Act of 1998 (Act No. 97 of 1998)

#### **black people**

a generic term which means Africans, Coloureds and Indians and who are citizens of the Republic of South Africa:

- a) by birth or descent; or
- b) by naturalisation before 27 April 1994 or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date

**candidate**

a person who is registered in a category of registration which ultimately leads to registration in a professional category by a statutory council in terms of their founding legislation

**class of construction works**

the class of construction works referred to in Schedule 3 of the Construction Industry Development Regulations 2004 as amended and published in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)

**contract amount**

financial value of the contract at the time of the award of the contract or the issuing of an order, excluding all allowances and expenses and value added tax

**contract skills development goal (CSDG)**

the number of hours of skills development opportunities that a contractor contracts to provide in relation to work directly related to the contract or order up to:

- a) completion in the case of a professional service contract;
- b) the end of the service period in the case of a service contract;
- c) completion (state of readiness for occupation of the whole works although some minor work may be outstanding) in the case of an engineering and construction works contract; and
- d) the delivery date for all the work required in terms of the supply contract

**contractor**

person or organization that contracts to provide the goods, services or engineering and construction works covered by the contract

**employer**

person or organization intending to or entering into the contract with the contractor for the provision of goods, services, or engineering and construction works

**employer's representative**

person authorized to represent the employer in terms of the contract

**engineering and construction works contract**

contract for the provision of a combination of goods and services arranged for the development, extension, refurbishment, rehabilitation or demolition of a fixed asset, including building and engineering infrastructure

**expenses**

costs incurred by the contractor in the performance of the contract or order which are in terms of the contract recoverable from the employer

**framework agreement**

an agreement between an organ of state and one or more contractors, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.



**mentor**

a qualified, experienced and, in the case of professionals, registered person, designated to guide a learner or candidate through a structured work experience learning component of a learning programme required for the acquisition of a part or full qualification or professional designation

**occupational qualification**

occupational qualification registered on the National Qualifications Framework Act (Act No 67 of 2008)

**order**

an instruction to provide goods, services or any combination thereof under a framework agreement

**part qualification**

an assessed unit of learning that is registered on the National Qualifications Framework as part of an occupational qualification

**professional category**

a category of registration identified in Table 1 or such other category recognised by the Employer in the application of this specification

**Table 1: Categories of registration**

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughtsperson	Architectural Profession Act of 2000 (Act No. 44 of 2000)
Construction project management	Construction Project Manager	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Construction management	Construction Manager	
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Quantity surveying	Quantity surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land surveyor, Engineering surveyor or Technician engineering surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)

**professional service contract**

contract for the provision of services with the skill and care normally delivered by professionals

**Sector Education and Training Authority (SETA)**

an institution established under section 9 of the Skills Development Act, Act 97 of 1998 and which has the responsibility under this Act to register learners on learning programmes

**service contract**

contract for the provision of labour or work, including knowledge-based expertise, carried out by hand or with the assistance of equipment and plant

**site**



means the land or place made available by the employer, for the purposes of the contract or order, on, under, over, in or through which the works or services are to be executed

**skills development agency**

an agency which performs some or all of the functions set out in section 4.1.4.

**statutory council**

a council as established under the

- a) South African Council for the Architectural Profession, established by the Architectural Profession Act of 2000 (Act No. 44 of 2000);
- b) South African Council for the Project and Construction Management Professions, established by the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000);
- c) Engineering Council of South Africa, established by the Engineering Profession Act of 2000 (Act No. 46 of 2000);
- d) South African Council for the Landscape Architectural Profession, established by the Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000);
- e) South African Council for the Quantity Surveying Profession, established by the Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000);
- f) South African Council for Professional and Technical Surveyors, established by the Professional and Technical Surveyors' of 2000 (Act No. 40 of 1984); or
- g) South African Council for Natural Scientific Professions, established by the Natural Scientific Professions Act (Act No. 27 of 2003):

**structured mentorship**

mentorship provided by a person who is registered in a suitable category of professional registration by a statutory council or professional body which leads and directs a candidate towards professional registration

**structured work experience learning component**

component of learning in an occupational qualification or for professional designation whereby a learner is mentored by a qualified, and where required, registered mentor in the application and integration of the knowledge and practical skills learnt, under supervision, in the actual context of a workplace in accordance with the prescripts set by the relevant qualifying authority, professional body or statutory council.

**supervisor**

a supervisor is a person in the particular workplace charged with the responsibility of allocating workplace tasks to a learner that are aligned to the prescriptions of their learning programme and of overseeing and reporting on that learning using a formally agreed record keeping system

**supply contract**

contract for the provision of goods and associated services including design

**work integrated learning**

the workplace learning component required by learners completing a national diploma at a University of Technology or Comprehensive University.



### 3 Requirements

#### 3.1 Contract skills development goal (CSDG)

**3.1.1** The contractor shall attain or exceed the contract skills development goal in the performance of the contract or the execution of an order.

**3.1.2** The contract skills development goal shall be not less than:

- a) the contract amount in millions of Rand multiplied by:
- 1) the relevant number of hours per million Rand expenditure contained in Table 2 in the case of engineering and construction works contracts for the applicable class of construction works used in the application of the Construction Industry Development Regulations issued in terms of the Construction Industry Development Board Act of 2000; or
  - 2) 300 in the case of a service contract; or
  - 3) 100 in the case of a professional service contract or a supply contract; or
- b) the hours tendered in the preference schedule or the quantum agreed in the scope of work of the contract or order.

Example: The contract amount for an engineering and construction works contract in the GB class of construction works is R65,7 million. The contract skills development goal is  $65,7 \times 250 = 16\,425$  hours.

**Table 2: Number of hours per million Rand expenditure in an engineering and construction work contract**

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Number of hours per million Rand expenditure
Designation	Description	
CE	Civil engineering	125
CE or GB	Civil Engineering or general building	190
EE	Electrical engineering works (buildings)	125
EP	Electrical engineering works (Infrastructure)	125
GB	General building	250
ME	Mechanical engineering works	125
SB	Specialist	125

**3.1.5** Where required in terms of the contract or order, a specified proportion of the learners and candidates shall be selected from a list of persons in the employ of the state contained in the scope of work of the contract or order under the terms and conditions embodied therein.

NOTE: The contract skills development goal can be achieved through the direct employment of persons who are developing skills that result in nationally accredited outcomes, through the engagement of subcontractors who employ such persons or, where specifically required, the provision of work place opportunities to employees of the state.

### **3.2 Achieving the contract skills development goal (CSDG)**

**3.2.1** The contractor shall achieve the measurable contract skills development goal by providing one or a combination of any of the following in relation to work directly related to the contract or order:

**Method 1:** structured work experience learning component opportunities for learners towards the attainment of a part qualification or a full occupational qualification;

**Method 2:** structured work experience learning component opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public FET college qualifications;

**Method 3:** work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

**Method 4:** structured work experience opportunities for candidates towards registration in a professional category by a recognized professional body or statutory council.

**3.2.2** No single method, except in the case of professional service contracts, shall contribute more than 75 percent of the contract skills development goal, Method 1 shall not contribute to more than 25 percent of the contract skills development goal in engineering and construction works or service contract and related orders.

**3.2.3** Not more than one method may be applied to any individual in the calculation of the contract skills development goal.

NOTE: The principle is that an individual can only be counted once towards the CSDG.

### **3.3 Contract skills development goal credits**

**3.3.1** Credits towards the contract skills development goal shall be granted by summing the hours of opportunities provided in accordance with this specification.

**3.3.2** No more than 8 hours may be claimed for any 24 hour period for any individual.

**3.3.3** Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this specification.

### **3.4 Denial of credits**

Credits towards the contract skills development goal shall be denied should:

- a) the opportunities not be provided on site or the opportunities cannot be directly linked to the contract or order;
- b) the following not be provided:
  - 1) the required contract compliance baseline plan, an interim contract compliance report or a final contract compliance report;
  - 2) the required mentorship plan for a candidate;
  - 3) the required training plan for learners;



- 4) the training reports covering a period; or
  - 5) the required records, specified documents and signatures;
- c) the structured mentorship be found not to be in accordance with the requirements of the applicable professional body, statutory council or qualifying authority;
  - d) the structured work experience learning component be found not to be in accordance with the curriculum requirements of the part qualification or qualification or prescription for professional registration for which the learner is registered;
  - e) conditions of employment and rates or allowances for learners not be in accordance with legislative provisions;
  - f) the contractor does not maintain the required training records or an audit reveals that there is insufficient information to substantiate claims for credits; and
  - g) a learner, learner artisan or candidate fails to present their credentials for assessment when they have, in the opinion of the mentor, sufficient structured work experience or structured mentorship to do so.

## 4 Compliance with requirements

### 4.1 General

4.1.1 The contractor shall submit to the employer's representative:

- a) within 30 days of the contract coming into effect or the issuing of an order, a contract compliance base line training plan (see Annex A) taking into account the skills mix and type of workers that are to be engaged;
- b) interim contract compliance training reports (see Annex A) at intervals which do not exceed 3 months;
- c) a final contract compliance training report (see Annex A) within 15 days of reaching completion, final delivery or the end of the service as relevant; and
- d) a report which provides a breakdown of the number of hours reported in each interim and in the final contract compliance report into black people and women and people with disabilities.

**1.** NOTE: The Code of Good Practice on Key Aspects of Disability in the Workplace issued in terms of Employment Equity Act No 55, OF 1998 provides guidance on establishing who are people with disabilities.

4.1.2 The contractor shall keep records of the name and identity number, hours worked, payments made to, registration particulars towards a part qualification or occupational qualification and particulars of opportunities offered to persons who are provided with work experience learning component opportunities which contribute to

the contract skills development goal and any other training records required by or which demonstrate compliance with this specification. The contractor shall allow the employer's representative to inspect or audit such training records at any time within working hours.

**4.1.3** The employer's representative shall undertake suitable random audits on records to confirm compliance with requirements.

**4.1.4** Where learners are sourced through a Skills Development Agency (SDA), the contractor shall enter into a contract agreement with one or more SDAs of their choice that is participating in the implementation of this specification to, as relevant:

- a) facilitate placement of learners for training opportunities;
- b) prepare training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- c) register learners with the appropriate sector Education and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- d) manage all the employment functions of learners such as payment of stipends, contributions to the Unemployment Insurance Fund, Workman's Compensation, provision of personal protective clothing, trade specific tools, etc.;
- e) liaise with the training co-ordinators to monitor onsite training progress of learners;
- f) liaise with the training co-ordinators to arrange for summative assessments at appropriate stages of the training; and
- g) liaise with the training co-ordinators to prepare reports for the employer or employer's representative.

## **4.2 Structured workplace learning opportunities for learners**

**4.2.1** Structured work experience learning component opportunities shall be aligned to the curriculum requirements set for the particular part or full occupational qualification or professional designation for which the learner is registered.

**4.2.2** A responsible supervisor shall be appointed to allocate learning tasks, under the guidance of a qualified person, to learners in line with their training plans

**4.2.3** Mentoring associated with structured work experience learning component for artisan learners shall be undertaken by an artisan qualified in the applicable trade with a minimum of 3 years of trade related experience. The number of artisan learners mentored by a single mentor shall, unless otherwise permitted by the National Artisan Moderation Body, not exceed 4 at any one time.

**4.2.4** Mentoring associated with structured work experience learning component for learners leading to a part or an occupational qualification other than artisan learners shall be undertaken by a person qualified in the applicable discipline with a minimum of 3 years of experience.

**4.2.5** The contractor or service provider shall submit to the employer's representative, in respect of each learner:



- a) within one month of commencing work directly related to the contract or order, a workplace training plan together with name of the learner's mentor and supervisor
- b) within three months of commencing work directly related to the contract or order:
  - 1) proof of registration as a learner with the relevant SETA; and
  - 2) a copy of the mentorship agreement entered into with the learner or the company mentorship agreement entered into with the relevant qualified agency;
- c) within two weeks of updating a workplace training plan, the revised workplace training plan; and
- d) a quarterly progress report and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the learner.

**4.2.6** Learners shall be required by the mentor to complete training reports required by the relevant qualifying authority whenever a substantial activity or training period has been completed.

**4.2.7** The mentor and supervisor shall sign off all reports and logbooks to allow the learner to move to other projects or employment and continue on the path towards qualification and, where relevant registration, where the work related to the contract ends for whatever reason prior to the learner gaining sufficient experience for final assessment.

### **4.3 Structured mentorship opportunities for candidates**

**4.3.1** Mentoring associated with structured work experience for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.

**4.3.2** The contractor shall:

- a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks, oversee their implementation and provide input to the candidate on an on-going basis;
- b) identify a suitable mentor for the candidate, if such candidate does not have a mentor, who shall enter into a mentoring agreement with the candidate or the company as required by the professional body or statutory council; and
- c) issue each candidate with a portfolio of evidence file which is to be kept up to date with all the documentation issued or prepared including the workplace training plan and all revisions thereof as well as copies of the logbook entries and training period reports;

**4.3.3** The mentor shall provide and update from time to time a workplace training plan for a candidate outlining the activities in which the candidate will be involved that includes activities required by the relevant statutory council. The mentor shall require candidates to maintain a logbook issued by the relevant statutory council. The mentor shall sign off such logbook at quarterly presentations and progress review meetings.

NOTE: The mentor should ensure where the duration of the contract or order exceeds the minimum time to register in a professional category of registration that candidates are exposed to the full range of activities and work towards assuming the full level of responsibility recommended by the relevant statutory council. This may require rotations and secondments.

**4.3.4** The contractor or service provider shall submit to the employer's representative, in respect of each candidate:

- a) within one month of commencing work directly related to the contract or order:
  - 1) a workplace training plan together with name of the candidate's mentor and supervisor
  - 2) proof of registration as a candidate with the relevant professional body or statutory council; and
  - 3) a copy of the mentorship agreement entered into with the candidate or the company mentorship agreement entered into with a professional body or statutory council;
- b) within two weeks of updating a workplace training plan, the revised workplace training plan.
- c) a quarterly progress reports and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the candidate.

**4.3.5** Candidates shall be required by the mentor to complete training reports required by the relevant statutory council whenever a substantial activity or training period has been completed.

**4.3.6** The mentor and supervisor shall sign off all reports and logbooks to allow the candidate to move to other projects or employment and continue on the path towards registration where the work related to the contract ends for whatever reason prior to the candidate gaining sufficient experience for registration.

## **5 Records**

**5.1** The contractor shall submit all the documentation required in terms of clause 4 in a timely manner.

**5.2** The employer's representative shall certify the value of the credits counted towards the contract skills development goal, if any, whenever a claim for payment is issued to the employer, and shall notify the contractor of this amount.

**5.3** The contractor shall, upon termination of the opportunities provided in order to satisfy the contract skills development goal, certify the quantum and nature of the opportunity and submit the certificate, counter-certified by the relevant individual, to the employer's representative for record-keeping purposes.

## **6 Sanctions**

In the event that the contractor fails to substantiate that any failure to achieve the contract skills development goal was due to reason beyond the contractor's control which may be acceptable to the employer, the sanctions provided for in the contract or order shall apply.



## Annex A: Skills compliance plans

(Normative)

<b>Skills compliance base line plan</b>	
<b>Name of contractor:</b>	
Contact person:	Telephone:
Address:	Cell phone:
	Email:
<b>Contract / order number:</b>	<b>Start date for contract / order:</b>
<b>Contract title:</b>	
<b>Contract skills development goal (CSDG) (tick appropriate box)</b>	
<input type="checkbox"/> Tendered / contracted CSDG = ..... hours	
<input type="checkbox"/> Minimum CSDG calculated in accordance with standard	
<b>Minimum CSDG calculated in accordance with the standard (complete only if applicable)</b>	
<b>Contract type (tick appropriate box):</b>	<b>Contract amount</b>
<input type="checkbox"/> professional service	<b>excl VAT R</b>
<input type="checkbox"/> service	<b>Less expenses (if any) R</b>
<input type="checkbox"/> engineering and construction works	<b>Less allowances R</b>
	<b>Contract amount R</b>
CIDB Class of construction works, if applicable .....	
Contract amount expressed in millions of Rand R..... m <b>①</b>	
Number of hours per million Rand expenditure from sub-clause 3.1.2 of the <i>Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts</i> = ..... <b>②</b>	
Minimum contract skills development goal which the contractor is required to achieve (Gmin)	
= <b>①</b> x <b>②</b> = ..... x ..... = ..... hours	
<b>I intend achieving the CSDG as follows:</b>	
<input type="checkbox"/> <b>Method 1:</b> structured work experience learning component opportunities towards a part or a full occupational qualification	..... hours ...
<input type="checkbox"/> <b>Method 2:</b> structured work experience learning opportunities for apprentices or other artisan learners	..... hours ..
<input type="checkbox"/> <b>Method 3:</b> work integrated learning opportunities for University of Technology or Comprehensive University national diploma students	..... hours ...
<input type="checkbox"/> <b>Method 4:</b> structured work experience opportunities for candidates towards registration in a professional category of registration	..... hours ...
	..... hours
<b>Total</b>	



The undersigned, who warrants that he / she is duly authorised to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position



<b>Skills compliance report</b>		<b>Date:</b>						
(tick appropriate box)		<input type="checkbox"/> <b>Interim report</b> <input type="checkbox"/> <b>Final report</b>						
<b>Name of contractor:</b>								
Contact person:		Telephone						
Address:		Cell phone						
		email						
<b>Contract / order number:</b>		<b>Start date for contract / order:</b>						
<b>Contract title:</b>								
<b>Contract skills development goal (CSDG) . . . . . hours</b>								
<b>Method 1:</b> structured workplace experience learning component opportunities towards a part or a full occupational qualification								
<b>Employed by contractor</b>								
Name	Identity passport number or	Cell or telephone number	Part or full occupational qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours
						Start	End	
<b>Employed by subcontractor:</b> (state name)								
Name	Identity passport number or	Cell or telephone number	Part or full occupational qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours
						Start	End	
<b>Method 2:</b> structured work experience learning component opportunities for apprentices or other artisan learners								
<b>Employed by contractor</b>								
Name	Identity passport number or	Cell or telephone number	Listed trade	National artisan learner data base registration number (where available)	SETA with whom the learner is registered	Dates for engagement on works related to contract		Total hours
						Start	End	
<b>Employed by subcontractor:</b> (state name)								
Name	Identity passport number or	Cell or telephone number	Listed trade	National artisan learner data base registration number (where available)	SETA with whom the learner is registered	Dates for engagement on works related to contract		Total hours
						Start	End	
<b>Method 3:</b> work integrated learning opportunities for University of Technology (UOT) or Comprehensive University (CU) diploma students								
<b>Employed by contractor</b>								
Name	Identify passport number or	Cell or telephone number	Diploma	Learner registration number	UOT/CU with whom the learner is registered	Date for engagement on contract		Total hours
						Start	End	



Name	Identify or passport number	Cell or telephone number	Diploma	Learner registration number	UOT/CU with whom the learner is registered	Date for engagement on contract	Total hours

**Method 4:** structured work experience opportunities for candidates towards registration in a professional category of registration

**Employed by contractor**

Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours
			Title	Registration number	Start	End	

**Employed by subcontractor**

Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours
			Title	Registration number	Start	End	

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position



## **Annex B: Incorporating this specification in a procurement document**

### **B1 General**

**B1.1** The following clause should be added to the scope of work of a contract or order to establish requirements:

#### **Skills development requirements**

The contractor shall achieve in the performance of the contract the contract skills development goal established in the Department of Higher Education and Training’s *Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts (September 2012)*

Note: The term contractor may need to be changed to “consultant” or “professional service provider” depending upon the term that is used in the form of contract that is adopted. The term “performance of the contract” may need to be replaced with “execution of an order” where the scope of work forms part of an order.

**B1.2** Where an employer requires that employees of the state be seconded to the contractor in order to be provided with work integrated learning opportunities, structured workplace experience opportunities or structured mentorship opportunities in accordance with the provisions of this standard, the following clause should be included in the scope of work:

The specified proportion of employees of the state is . . . . . %. Work integrated learning opportunities / structured workplace experience opportunities / structured mentorship opportunities shall be offered to any of the persons identified in Annexure 1. Persons selected by the contractor from the list in Annexure 1 shall be seconded to the contractor under the following terms and conditions:

.....

NOTE: The annexure should inform the contractor of the opportunities which the named employees of the state require through the contract or order in order to attain a nationally accredited outcome.

### **B2 Financial incentives**

Financial incentives may be offered to contractors should they exceed a key performance indicator (KPI) in the performance a contract in the form of a contract skills development goal in accordance with the requirements of this standard which can be agreed to either through a negotiation process before or after a contract or order is awarded.

Financial incentives should not be confused for preferences for rewarding contractors for offering to achieve a deliverable and a financial penalty (low performance damages) for failing to deliver on obligations. The intention for offering financial incentives for the attainment of KPIs is to encourage, rather than coerce, the contractor to meet and exceed the employer’s objectives.

Financial incentives can be formulated in a number of ways. The most common way is to make them linearly proportional to increases in contract participation goals. Stepped incentives may also be used. Consideration should be given to capping the quantum of the financial incentive.

Option X20 (Key Performance Indicators) of the NEC3 Engineering and Construction Contract, NEC3 Professional Service Contract and the NEC3 Term Service Contract makes provision for a contractor to be paid an amount stated in an incentive schedule if the target stated for a key performance indicator is improved upon or achieved.

Additional conditions of contact need to be framed and included in the contract data where use is made of other forms of contract.



**Note:** Financial incentives are usually used where tenderers are not invited to tender contract skills development goals, but are required to accept a minimum contract skills development goal and are rewarded for performance beyond the minimum.

### ***B3 Sanctions***

Sanctions should be provided for in the contract in the event that the contractor fails to substantiate that any failure to achieve the contract participation goal was due to quantitative under runs, the elimination of items, or any other reason beyond the contractor's control which may be acceptable to the employer.

Appropriate action should be taken by employers against tenderers who are awarded contracts in preference to others on a fraudulent basis or against contractors who fail to achieve their contractual obligations relating to the development of skills. Employers have a number of sanctions and contractual remedies available to address such situations, including the imposition of a financial penalty (low performance damages) more severe than the financial preference calculated at the time when tenders were evaluated or more severe than complying with contractual obligations or not awarding future orders in terms of framework agreements.



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## **PART C2.3 BILL OF QUANTITIES**



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## **DRAWINGS / ANNEXURES**

*REFER TO ALL ANNEXURES CONTAINED IN VOLUME 3*



### **PART 3 - LIST OF DRAWINGS/ANNEXURES**

Where drawings/annexure's are issued, document compilers must insert the following paragraph and list the applicable drawings/annexure's. The following drawings/annexure's shall be issued during the bid period to form part of the bid documentation. Where applicable, the drawings/annexure's shall be issued at the commencement of the construction phase.

<b>Drawings Numbers</b>	<b>Description of drawing</b>	<b>Date</b>	<b>Revision</b>



## **C3 SCOPE OF WORK (TERMS OF REFERENCE)**

### **1.1 EMPLOYERS OBJECTIVES**

To construct a community traditional council

### **1.2 OVERVIEW OF THE WORKS**

Construction of a single storey building comprising of external and internal finished, roof construction, parking area, walk-way and construction of ablution block.

### **1.3 EXTENT OF THE WORKS**

The scope includes construction of a single storey building. Construction includes brickwork, facebrick work, painting to all walls internal and external, roof covering including new ceilings and cornices, fascias and barge boards and as well as new gutters and downpipes, new floor finishes with skirting, installation of new aluminium windows with invisible burglar bars and semi-solid timber doors, external works, construction of ablution block, parking area, walk way, electrical installation, fencing, etc.

### **1.4 LOCATION OF THE WORKS**

Amampondomise, Eastern Cape

### **1.5 TEMPORARY WORKS**

All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993) and its regulations

### **2.1 EMPLOYER'S DESIGN**

Refer to Architects designs and Engineers designs

### **2.2 DESIGN BRIEF**

Refer to Architects designs

### **2.3 DRAWINGS**

See list of drawings/Annexure's attached to this document.



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## **PART C4. SITE INFORMATION**



**C4.1 SITE INFORMATION**

<b>Project title:</b>	<b>CONSTRUCTION OF AMAMPONDOMISE ASEMPUMALANGA TRADITIONAL COUNCIL</b>
<b>Project Number:</b>	<b>SCMU5-18/19-0024</b>

**GENERAL**

**1. Ground Conditions**

N/A

**2. Underground Services**

No

**3. Environmental Issues**

None.

**4. Adjacent Buildings**

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

**GEOTECHNICAL INVESTIGATION REPORT**

**None**



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## **Part C5: Bills of Quantities**