



TENDER

RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING

SCMU5-22/23-0142

NAME OF COMPANY:

CSD Nr:

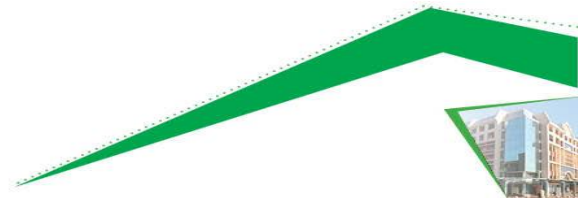
CRS Nr (CIDB):

CLOSING DATE: 02 FEBRUARY 2023

TIME: 11h00

Department of Public Works and Infrastructure
Independence Avenue
Qhasana Building
Bhisho
5605

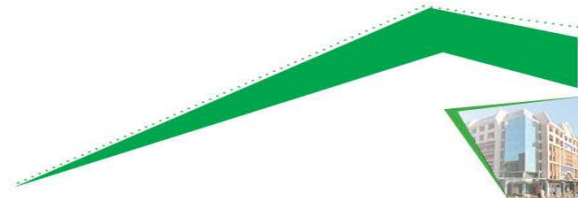




PART T1: TENDER PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.2 TENDER DATA



T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB grading of **7GB or higher** in the following Class of works (**GB**) to tender for “**RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING** for a **24 Months**’ contract. The contract will be based on the **JBCC® PRINCIPAL AGREEMENT: EDITION 6.2 May 2018** the Eastern Cape Department of Public Works and Infrastructure will enter into a contract with the successful Bidder.

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

Bid documents are downloadable free of charge from Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) or from National Treasury’s tender portal (<http://www.etender.gov.za/content/advertised-tenders>). Bid documents will be available on **09 December 2022**. If there are any queries on the tender document please raise it in writing.

Below is a link containing a Bill of Quantities and Drawings: [K.D Matanzima](#)

A compulsory briefing meeting with representatives of the employer will take place at the site offices of **K.D MATANZIMA BUILDING in O.R Tambo Region**, on the **19 January 2023 at 11:00am**

The closing time for receipt of tenders by the ECDPWI is **11am** on the **02 February 2023**, Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked tenders “**SCMU5-22/23-0142: “RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING”** must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED “TENDERS”, BISHO**

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 two (3) phases as follows:

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

Phase TWO: In terms of the stipulated minimum threshold for local Production and Content (Steel components and products 100%).

Phase THREE: 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	-	80 points
Maximum points for B-BBEE	-	20 points
Maximum points	-	100 points

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 % 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

SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1.

The Department of Public Works SCM policy applies.

Tender validity period is **120 days**.

D. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked “**SCMU5-22/23-00142: RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING**” must be deposited in the bid box, DEPARTMENT OF PUBLIC WORKS, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED “TENDERS”, BISHO.

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

SCM RELATED ENQUIRIES

- Email Address: Supply.chain@ecdpw.gov.za
- **TECHNICAL ENQUIRIES**
Ms. Z.Tshisa
Tel No.: **047 505 2848**
Email Address: Zizipho.Tshisa@ecdpw.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701

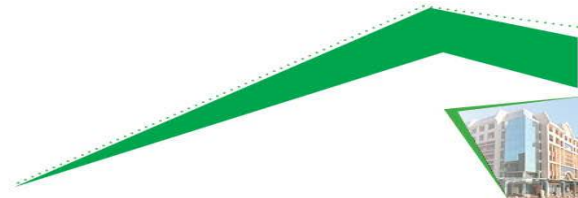


T1.2 Tender Data

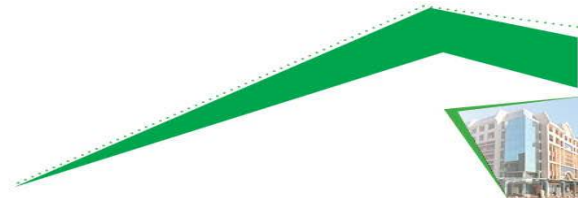
The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.

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 C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**, Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

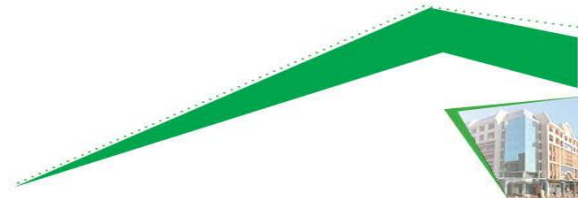
Clause number	Tender Data
3.1	The Employer is Public works
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Pricing schedule</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p>Name: Zizipho Tshisa</p> <p>K.D Matanzima Building</p> <p>Department of Public Works and Infrastructure</p> <p>CNR Owen & Victoria Street</p> <p>Mthatha</p> <p>Tel: 047 505 2848</p> <p>Fax: N/A</p> <p>E-mail: Zizipho.Tshisa@ecdpw.gov.za</p>
3.4	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 3: three stage procurement procedure shall be applied.
4	Tender's obligations
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> <p>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 CIDB Grade 7GB or Higher class of construction work; and</p>



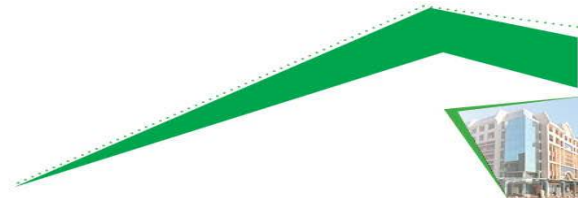
	<p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB; in GB class of works. 2. the lead partner has a contractor grading designation in the CIDB Grade 7GB Higher_class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB Grade 7 GB or Higher_class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. 4. Joint Venture Agreement. 5. Combined BBBEE Certificate in the case of Joint Venture
4.2	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.3	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
4.4	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.5	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.6	<p>Seek clarification</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least 2 (Two) working days before the closing time stated in the tender data.</i></p>
4.7	<p>Tenderers are required to state the rates and currencies in Rands.</p> <p>Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.</p> <p>State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.</p>
4.8	If after the commencement of the Contract, the cost or duration of the services is altered as a result of changes in, the amount of the main contractor or contract amount from which fee account/estimate were based, or amounts or additions to, any statute, regulation or by-laws, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 90 days of first having become aware of the change, the Service Provider or Project Manager furnished the Employer with detailed justification to the Price Price or Period of the Performance (or both).
4.9	<p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations.</p> <p>Do not make erasures using masking fluid.</p>
4.10	Main tender offers are not required to be submitted together with alternative tenders.
4.11	No alternative tender offers will be considered
4.12.1	<p>Parts of each tender offer communicated on paper shall be submitted as an original.</p> <p>Submit</p> <ol style="list-style-type: none"> a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.4, and b) the parts communicated electronically by the employer of its agents on paper format with the tender.



4.12.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.12.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A 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.
4.12.4	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: Location of tender box: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BISHO. Physical address: Independence avenue, Ground Floor, Qhasana Building, Bisho 5605 Identification details: SCMU5-22/23-0142: ALTERATIONS AND RENOVATIONS TO K.D MATANZIMA BUILDING "Closing date: 02 February 2023 at Time: 11 am.
4.12.5	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. 2) CIDB certificate
4.12.6	A two-envelope procedure will not be required.
4.12.7	The "ORIGINAL" and "COPY" are to be submitted as separate packages.
4.12.8	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.13	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.14.1	The tender offer validity period is 120 days . Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.14.2	Placing of contractors under restrictions / withdrawal of tenders 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, such tenderer/s may be placed under restriction from tendering with the state. 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.
4.15	Access shall be provided for the following inspections, tests and analysis: N/A



4.16	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&I policy												
5	Employer's undertakings												
5.1	The Employer will respond to requests for clarification received up to Two (2) working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.												
5.2	The employer shall issue addenda until two (2) working days before tender closing time.												
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00am hours .												
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.												
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.												
5.6	Arithmetical errors, omission and discrepancies Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.												
5.7.1	<p>The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.</p> <p>Table F.1: Formulae for calculating the value of A</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = \frac{P}{P_m}$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = \frac{P_m}{P}$</td></tr></table> <p>^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</p>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = \frac{P}{P_m}$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = \frac{P_m}{P}$
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a										
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = \frac{P}{P_m}$										
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = \frac{P_m}{P}$										
5.7.2	The procedure for the evaluation of responsive tenders is Method 1: Price only.												
5.7.3	The procedure for the evaluation of responsive bids is Method 3: Price and Preference : In the case of a functionality, price and preference: Score functionality, rejecting all bid offers that fail to achieve the minimum number of points for functionality as stated in the Bid Data. Phase ONE: Compliance, responsiveness to the bid rules and conditions, thereafter (if applicable). Phase TWO: In terms of the stipulated minimum threshold for local Production and Content (Steel components and products 100%). Phase THREE: Bidders passing all stages above will thereafter be evaluated on PPPFA.												

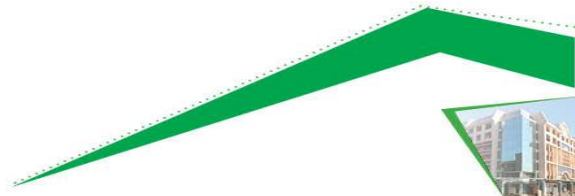


1. STAGE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES

2. 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:
3. Bid Document (This Document must be submitted in its original format)
4. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
5. Bidder must be registered with CIDB as per the bid notice and requirements. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).
6. Bidders must be a legal entity or partnership or joint venture or consortia.
7. Form of offer and Acceptance (fully completed and signed)
8. **SBD 4- Declaration of Interest (fully completed and signed) SBD4 must be duly completed and signed. Does the bidder or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1.**
9. Declaration: Validity of Information Provided
10. Resolution to Sign (if applicable)
11. Declaration of Employees of the State or other State Institutions.
12. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit a bid/ quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums.

13. Other Conditions of bid-Non Eliminating

14. The bidder must be registered on the Central Supplier Database (CSD) prior the award.
15. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
16. 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 EMEs/QSEs submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE.
17. Failure to comply, will automatically results in the non-awarding of points for B-BBEE.
18. The Department will contract with the successful bidder by signing a formal contract.
19. 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 must also 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.
20. Should the bidder intend to sub-contract more than 25%, it is compulsory to submit valid B-BBEE certificates or a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective if the main bidder submitted an original or certified copy of his/her own B-BBEE certificate.
21. Returnable Schedule: SBD 1-Invitation to bid must be completed and signed
22. Returnable Documents: Company Details
23. Returnable Documents: Company Composition
24. Compulsory Enterprise Questionnaire (Completed and signed)
25. Compulsory Declaration (Completed and signed)
26. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
27. Returnable Documents: Company Details
28. Returnable Documents: Company Composition

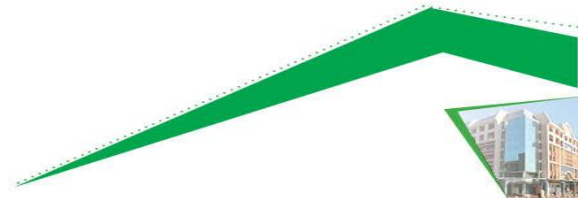


29. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the **past** (clearly indicating client name, contract value, contract term, contact person, contact details). *Refer to Annexure I and Annexure M.* Unless it is used for Quality/functionality Points.
30. The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure L. unless it is used for Quality/functionality Points.
31. 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.* unless it is used for Quality/functionality Points.
32. 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.
33. 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 L.* This is important for the department in order to make a decision.
34. Bidders must submit a list of projects where he or she has submitted bid offers but bid results have not been confirmed by the client. *Refer to Annexure J.* This is not an elimination factor, but important for the department to make a decision.
35. 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.* This is not an elimination factor, but important for the department to make a decision when doing risk assessment.
36. This bid will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be correctly 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.
37. 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.

38. STAGE TWO: EVALUATION ON LOCAL PRODUCTION AND CONTENT

39. On local content designated items, only locally produced goods or services with a stipulated minimum threshold for local production and content of 100% will be considered.
40. The relevant designated sector: Steel products and components and Polyvinyl chloride pipes including High density polyethylene pipes and polypropylene pipes. The minimum threshold for local production and content: 100%
41. 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.
42. Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will automatically invalidate the bid for further consideration.
43. 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.
44. 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.
45. 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).

For further information, bidders may contact the units dealing with Metal Fabrication, Capital and Rail Transport Equipment within DTI at 012 394 5157. Email: TSamanga@thedti.gov.za



46. STAGE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017

The **80/10 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 B-BBEE/ PPPFA Regulations of 2017

Criteria	Points
POINTS ON PRICE	80
B-BBEE	20
TOTAL	100

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

47. 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):

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

5.11.4

~~The procedure for the evaluation of responsive tenders is **Method 3: Functionality, Price and Preference**. In the case of a functionality, price and preference: Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.~~
Stage 1: Administrative requirements and Mandatory requirements
Stage 3: Price and preference (90/10 or 80/20 system)

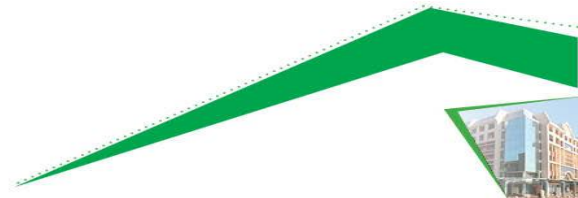
5.11.5

The procedure for the evaluation of responsive tenders is **Method 3** (Price and Preference)

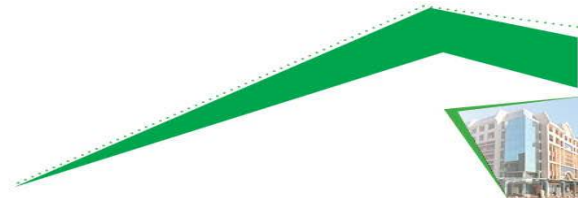
5.13

Tender offers will only be accepted if:

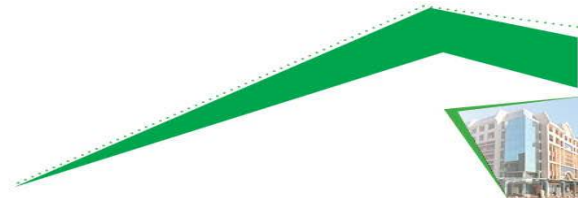
- the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <https://secure.csd.gov.za/>) unless it is a foreign supplier with no local registered entity
- the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin.
- The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- the preferred bidder will be required to submit an approved insurer undertaking to provide the Public Liability Insurance, Works Insurance and other applicable insurances.
- 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;
- the tenderer has not:
 - abused the Employer's Supply Chain Management System; or
 - failed to perform on any previous contract and has been given a written notice to this effect;
- 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;
- 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;



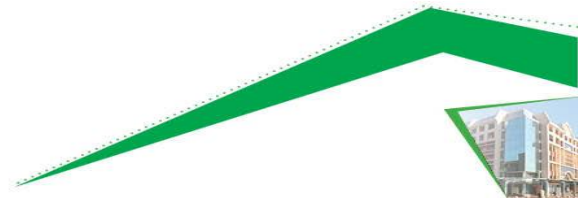
	<p>i) the bidder has duly completed and signed the SBD 1, SBD 4, SBD 6.2. Incomplete or unsigned or poorly completed forms will lead to a bidder being declared non-responsive. No second chance will be afforded to a bidder to come and complete or sign an information.</p> <p>j) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.</p> <p>k) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>l) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</p> <p>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.</p> <p>n) 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>o) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.</p> <p>p) 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>q) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>r) 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; has performed unsatisfactorily in the past.</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"> • •
T.2.1	A. List of returnable documents
1	<p>Documentation to demonstrate eligibility to have tenders evaluated I.e. List all documentation to demonstrate eligibility to have a submission evaluated.</p> <ul style="list-style-type: none"> • Appropriate Professional Registration category suitable for the works (as stated in 4.1). • The Attach a list of past projects (stating the name, amount, client name, project manager, duration, completion date) – reachable references.
2	<p>Returnable Schedules required for tender evaluation purposes</p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> • Record of Addenda to Tender Documents • Proposed amendments and qualifications • Compulsory Enterprise Questionnaire • SBD 1, 4, SBD 6.1, SBD 6.2 and Compulsory Declarations forms • Form of Offer and Acceptance



	<ul style="list-style-type: none"> Final Summary of Bills of Quantities or a complete Pricing Schedule
3	<p>Other documents required for tender evaluation purposes</p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> And 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 www.sanas.co.za/directory/bbee_default.php) 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 a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths. In case of EMEs/QSEs submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE. A CSD Report of a consultant with valid and correct information.
4	<p>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</p> <p>The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
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.</p> <p>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorizing a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> 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 PARTNERSHIP submitting a tender, <u>all the partners</u> 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 <u>proof of such authorization</u> shall be included in the Tender.</p> <p><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></p>
6	<p>Information and data to be completed in all respects</p> <p>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>Canvassing and obtaining of additional information by tenderers</p> <p>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.</p> <p>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>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> who is in the service of the state; or 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 a person who is an advisor or consultant contracted with the Department or municipal entity. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a member of:- <ol style="list-style-type: none"> any municipal council; any provincial legislature; or the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity;



	<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>Awards to close family members of persons in the service of the state</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>Respond to requests from the tenderer</p> <p>The employer will respond to requests for clarification up to 2 (two) working days before the tender closing time.</p>
11	<p>Opening of tender submissions</p> <p>Tenders will be opened immediately after the closing time for tenders.</p>
12	<p>Scoring quality / functionality</p> <p>N/A</p>
13	<p>Cancellation and re-invitation of tenders</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 processes or documents.</p> <p>(f) No market related offer received (after attempts of negotiation processes)</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>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 CIDB for investigation as a breach of the CIDB Code of Conduct in terms of the CIDB Regulations; 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.</p>



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)

2 Other **documents required for quotation evaluation purposes**

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

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
- Record of projects: current, past and on tender.
- Project References – at least 3
- SBD 1, 4, 6.1, 6.2
- 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**)



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS					
BID NUMBER:	SCMU5-22/23-0142	CLOSING DATE:	02 February 2023	CLOSING TIME: 11:00	
DESCRIPTION	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
INDEPENDENCE AVENUE, GROUND FLOOR, QHASANA BUILDING, BHISHO 5605					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON	Ms. Zizipho Tshisa	
TELEPHONE NUMBER			TELEPHONE NUMBER	047 505 2848	
FACSIMILE NUMBER			FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Zamuxolo.Billie@ecdpc.gov.za		E-MAIL ADDRESS	Zizipho.Tshisa@ecdpc.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS 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:



Compulsory Enterprise Questionnaire

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:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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;
- 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
- 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



SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

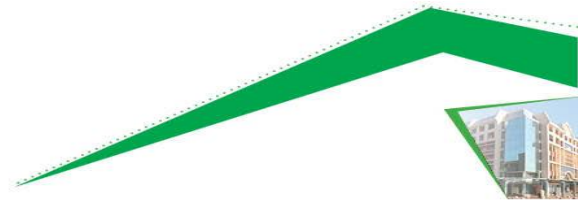
2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

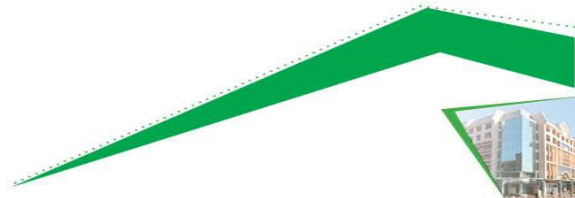
.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process

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



except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature	Date
.....
Position	Name of bidder



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

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) The 80 will be applicable to this bid .

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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



a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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



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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

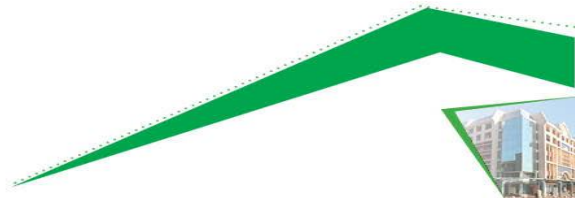
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

YES	<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:

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

.....

.....

.....

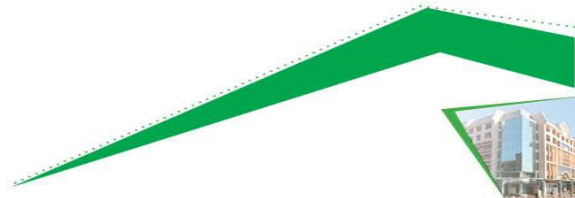
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8.6 **COMPANY CLASSIFICATION**

- ☐ 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

.....

.....



SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, Bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 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 Bids 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 Bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and 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.

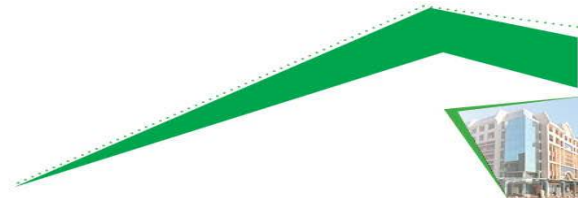
The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

- 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;

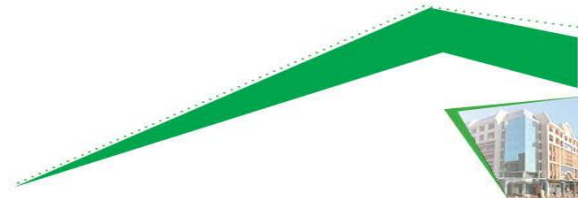


2. The stipulated minimum threshold(s) for local production and content (refer to Annexure A of SATS 1286:2011) for this bid is/are as follows:

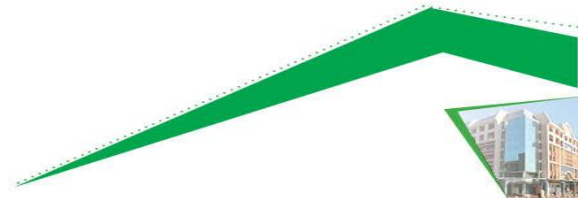
No.	Description of services, works or goods	Unit (e.g. m2, m3, ton, etc.)	Quantity	Stipulated minimum threshold %
1.	75mm Standard heavy duty butt hinges	No	288	100%
2	Union	No	144	100%
3	Union AL8284AS paraplegic indicator bolt	No	16	100%
4	DCLSA Euro profile" or similar approved cylinder mortice sashlock with reversable latch lock boxed , polished brass (code: 325/53)	No	144	100%
5	DCLSA two lever mortice sashlock with reversable latch boxed, chrome plated Code: 302/51	No	144	100%
6	DCLSA- Diamond" or similar approved lever handle on backplate keyplate (pair) boxed, Zinc satin Nickel (code 0051/C78)	No	144	100%
7	32mm type SR2A back grab rail,plugged	No	6	100%
8	32mm type DL2 side grab rail,plugged	No	6	100%
9	Dorma TS71 overhead door closer with regular arm and cover	No	144	100%
8	19mm Diameter chromium plated towel rail 700mm longincluding end brackets plugged	No	36	100%
9	Cubicle solutions stainless steel 2-rolll holder,overall size 130X130X260mm fixed in accordance to manufactures specification to walls.	No	36	100%
	Natural anodised aluminium shopfronts with aluminium windows complying with AAAMSA performance as per require criteria and glazed in accordance with SANS 10160, SANS 1263 with clear glassing according with SANS 10160: 2010, SANS10137:2002,SANS 10400:210 (Part N of Section 3)and SANS 1263:2006 with tinted mirror finish 6.8mm safety glazing			
10	SF 1 Type 1 (5920X2320mm)	No	16	100%
11	SF Type 2.1 (2970x2320mm)	No	20	100%
12	SF Type 2.2 (4410x 2770mm)	No	236	100%
13	SF Type 3.1 (2305x2770)	No	16	100%
14	SF Type 3.2 (1180x2320)	No	32	100%



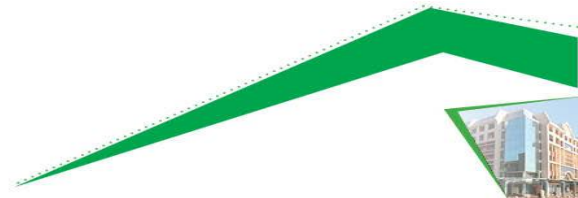
15	SF Type 3.3 (4240x2770)	No	16	100%
16	SF Type 4.1 (3590x 2320mm)	No	32	100%
17	SF Type 4.2 (3590x2320)	No	8	100%
18	SF Type 5 (2305x1930mm)	No	4	100%
19	SF Type 6.1 (2305x1480mm)	No	4	100%
20	SF Type 6.2 (1880x2770mm)	No	4	100%
21	SF Type 6.2 (250X2770mm)	No	4	100%
22	19mmx 10mm " Kirk Marketing M Trim" Anodised Aluminium Carpet/Tile trim Gripper Transition(threshold) strip or similar approved.	m	1920	100%
	Aluminium Anodised aluminium doors with windows complying with AAAMSA performance as per required criteria and glazed in accordance with SANS 10160, SANS 10137, SANS 10400 (Part N of Section 3) and SANS 1263 with clear glassing accordance with SANS 10160:2010, SANS 10137:2002, SANS 10400:2010 (Part N of Section 3) and SANS 1263: 2006 with tinted mirror finish 6.8mm safety glass			
23	Door Type 1 (1600x 2030mm)	No	32	100%
24	Door Type 2 (1780x 2030mm)	No	20	100%
25	Door Type 3 (1800x 2030mm)	No	8	100%
26	Door Type 4 (900x 2030mm)	No	72	100%
27	Door Type 5 (1880x 2030mm)	No	12	100%
28	Black powder coated aluminium skirting	m	3 715	100%
29	3x 25mm Flat section brass division strips bedded in concrete	m	16	100%
30	Automatic stainless steel electric hand drier	No	12	100%
31	Lockable toilet roll holder, white	No	42	100%
32	Cubicle solution stainless steel paper towel dispenser fixed in according to manufacturer's specification to wall	No	24	100%
33	Kwiktot' Grade 304 18/10 stainless steel standard double centre siton sink (code: SSO-1500-DC), size 1500 x535 x170mm deep bowls, 2No.38mm waste outlets and 32 x 10mm apron, fitted onto cupboard (elsewhere)	No	6	100%
34	Kwiktot' Grade 316 17/10 stainless steel standard singlecentre drop-in wash trough (code: SWT-SC), size 545 x435mm wide with 545 x 435 x 290mm deep bowl, .38mm waste outlet, ribbings and recessed drainage ledge, fitted into worktop of cupboard(elsewhere specified) with fixing clips	No	6	100%
35	Kwiktot' Grade 304 18/10 stainless steel DSBC drip sinkbasin combination (Code: 350954)' size 961 x 550 x741mm high with pressed wash hand basin and	No	6	100%



	left hand drip sink, with 100mm integral splashback			
36	28mm Pipes suspended not exceeding 1m below suspension level	No	210	100%
37	28mm Fittings	No	168	100%
38	50mm Chrome plated waste union to sink	No	24	100%
39	40mm Rough brass shower p-trap (Code: 373SQ) with shallow seal and chrome square grating	No	6	100%
40	75mm 18 VA3.113 CP hinged urinal domical grating	No	18	100%
41	Cobra watertech star 15mm FI x FI undertile stoppta with sliding wall flange (Code: 228-15), manufactured in accordance with SANS 226:2004 Type 2 (BS 5412)	No	24	100%
42	Giberit lavatory tap type 185, without mixer (Article no.116.335.21.1)	No	42	100%
43	Cobra watertech 15mm chrome plated Tucana TC970 15mm sink mixer (Code: DU-970) with aerated swivel spout and 400mm long flexible inlets, manufactured in accordance with SANS 1480:2005 (BS EN 1286), installed to manufacturers recommendations	No	30	100%
44	Cobra watertech 15mm chrome plated Metered pillar tap(Code: KM2.100) with non hold-open feature and streamline spout, manufactured in accordance with SANS 1880-9:2001, installed to manufacturers recommendations	No	6	100%
45	Cobra watertight 15mm chrome plated Metered pillar tap(Code: KM2.200) with non-hold-open feature and flowstraightner, manufactured in accordance with SANS 1808-9:2001, installed to manufacturers recommendations	No	6	100%
46	Cobra watertech 15mm chrome plated Metered pillar tap(Code: KM2.301) with non-hold-open feature, manufactured in accordance with SANS 1808-9:2001, installed to manufacturers recommendations	No	6	100%
47	15mm Chrome plated code 139-15 'Star' C Xc 'Copcal"capillary type underwall stoptap	No	12	100%
48	50mm pipes	m	150	100%



49	50mm Plain bend	No	96	100%
50	50mm IE bend	No	48	100%
51	110 x 50mm Reducing junction	No	48	100%
52	15mm Pipes chased into brickwalls	No	126	100%
53	22mm Pipes chased into brickwalls	No	126	100%
54	15mm Fittings	No	180	100%
55	22mm Fittings	No	180	100%
56	15mm Pipes	No	180	100%
57	Electric Water Heater gyser	No	3	100%
58	25mm SANS Galvanised Conduit	m	100	100%
59	32mm SANS Galvanised Conduit	m	40	100%
60	1.5mm ² 600/1000V-PVC-insulated stranded copper conductor, red colour	m	3600	100%
61	1,5mm ² 600/1000V PVC- insulated stranded copper conduct ,black colour	m	3600	100%
62	1,5mm ² 600/1000V PVC- insulated stranded copper conduct , yellow/green colour	m	3600	100%
63	2,5mm ² 600/1000V PVC- insulated stranded copper conductor , red colour	m	3000	100%
64	2,5mm ² 600/1000V PVC- insulated stranded copper conductor , black colour	m	3600	100%
65	2,5mm ² 600/1000V PVC- insulated stranded copper conductor ,yellow/green colour	m	3600	100%
66	4mm ² 600/1000V PVC- insulated stranded copper conductor, red colour	m	1200	100%
67	4mm ² 600/1000V PVC- insulated stranded copper conductor, black colour	m	1200	100%
68	4mm ² 600/1000V PVC -insulated stranded copper yellow/green colour	m	1200	100%
69	1,6mm ² galvanised drw wire, drawn into wire way	m	300	100%
70	Jupiter PVC801 Two channel skiting all inclusive(Colour- Grey)	m	300	100%
71	P9000 Trunking	m	400	100%
72	16A switched single socket outlet in wall complete with galvanised box	m	40	100%
73	16A switched socket outlet in wall(Double plug)complete with galvanised box.	m	20	100%
74	Steel square tube T1 1,6mm	m	75	100%
75	Steel round tube 76mm x 6m	m	30	100%
76	1500mm Copper Earthrods/ spikes for Equipotential Bonding Links	No	24	100%
77	16mm ² Aluminium Rods	m	2000	100%
78	35mm ² copper cable	m	1200	100%
79	Threaded rod 3m	No	100	100%
80	Drop in anchor	No	600	100%



81	1500mm copper earth rods or spikes for equipotential	No	24	100%
82	16mm ² Aluminium rods	m	2000	100%
83	35mm ² copper cable	No	1200	100%
84	150mm wide	m	300	100%
85	Grade xxx copper piping @6.35mm	m	1	100%
86	Grade xxx copper piping @9.52mm	m	1	100%
87	Grade xxx copper piping @ 12.7mm	m	1	100%
88	Grade xxx copper piping @15.88mm	m	1	100%
86	Grade xxx copper piping @19.05mm	m	1	100%
89	Grade xxx copper piping @ 22.2mm	m	1	100%
90	Grade xxx copper piping @ 28.58mm	m	1	100%
91	Grade xxx copper piping @ 34.93mm	m	1	100%
92	Grade xxx copper piping@ 41.28mm	m	1	100%
93	@ 6.36mm	m	1	100%
94	@9.52mm	m	1	100%
95	@12.7mm	m	1	100%
96	@15.88	m	1	100%
97	@ 19.05mm	m	1	100%
98	@22.2mm	m	1	100%
99	@28.58mm	m	1	100%
100	@34.93mm	m	1	100%
101	@41.28mm	m	1	100%

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

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

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

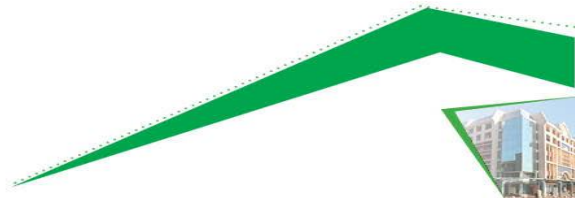
The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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 ANNEXURE 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

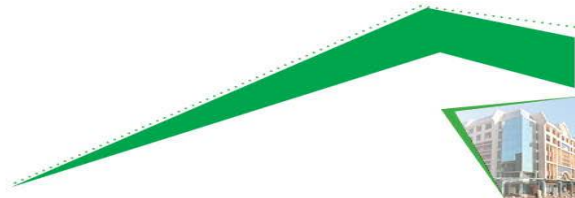
- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the Bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex 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 (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

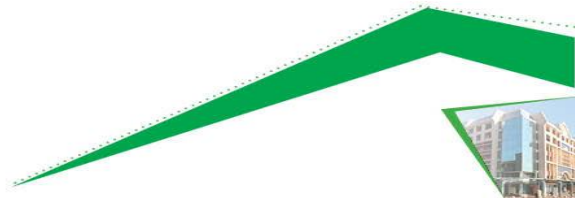


ANNEXURE C, D AND E

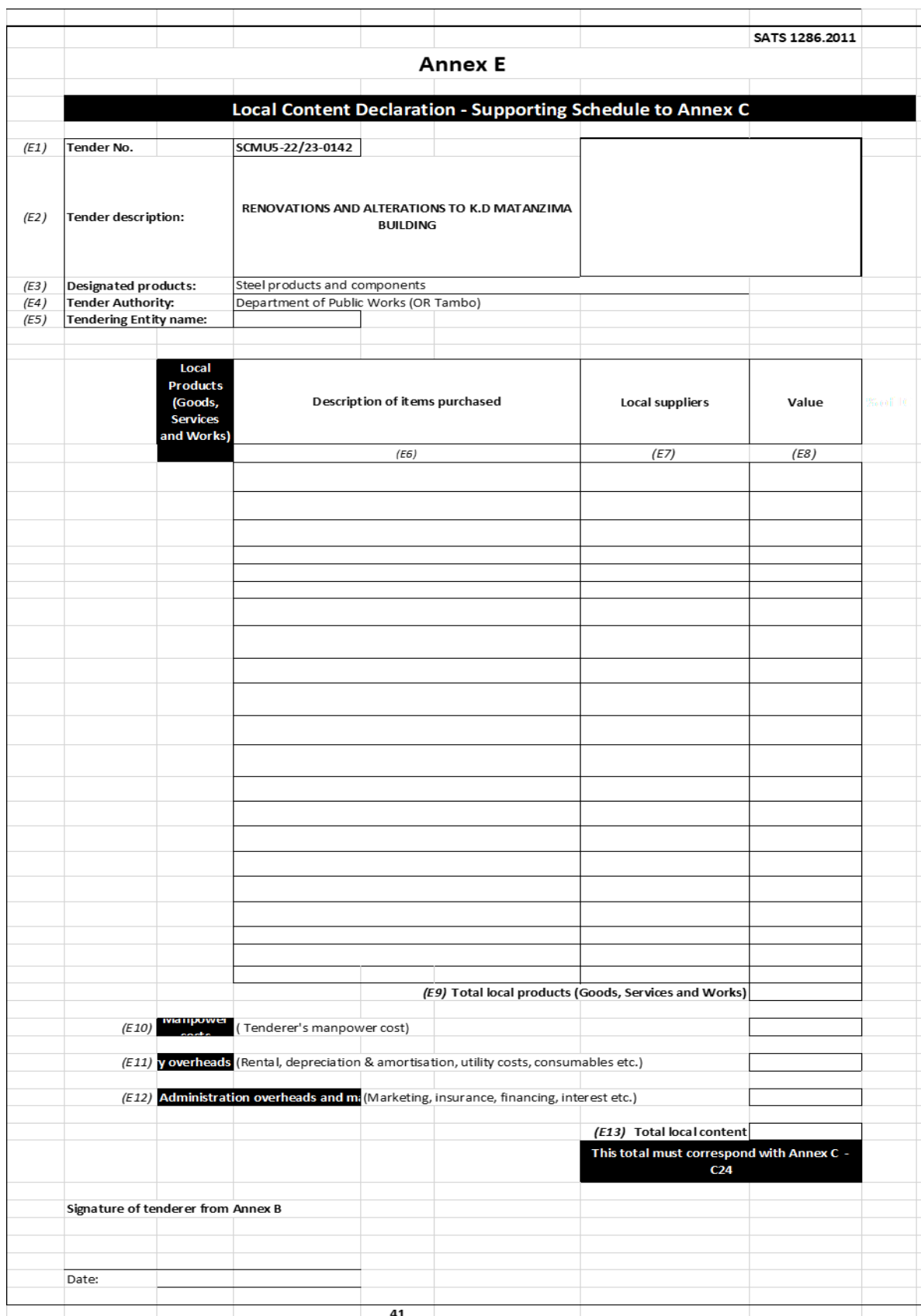


Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

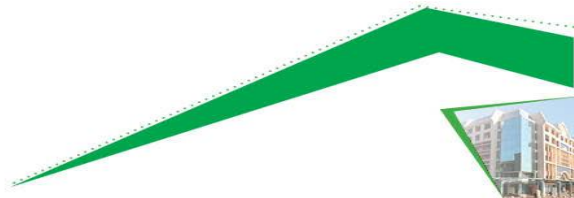


Annex D												SATS 1286.2011	
Imported Content Declaration - Supporting Schedule to Annex C													
(D1)	Tender No.	SCMU5-22/23-0142					<div style="border: 1px solid black; padding: 5px;"> <p>Note: VAT to be excluded from all calculations</p> </div>						
(D2)	Tender description:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING											
(D3)	Designated Products:	Steel products and components											
(D4)	Tender Authority:	Department of Public Works											
(D5)	Tendering Entity name:												
(D6)	Tender Exchange Rate:	Pula		EU		GBP							
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				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				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			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									
(D46)	(D47)	(D48)	(D49)	(D50)									
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party													
Signature of tenderer from Annex B					(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above								
Date:					This total must correspond with Annex C - C 23								





Annex C													SATS 1286.2011
Local Content Declaration - Summary Schedule													
(C1) Tender No.	SCMUS-22/23-0142												Note: VAT to be excluded from all calculations
(C2) Tender description:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING												
(C3) Designated product(s)	Steel Products and Components												
(C4) Tender Authority:	Department of Public Works (OR Tambo Region)												
(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%												
Calculation of local content													
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Unit of measurement	Tender Qty	Total tender value	Total exempted imported content	Total Imported content	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)	
	<u>aluminium windows complying with AAAMSA performance as per require criteria and glazed in accordance with SANS 10160, SANS 1263 with clear glassing according with SANS 10160: 2010, SANS 10137:2002, SANS 10400:210 (Part N of Section 3) and SANS 1263:2006 with tinted mirror finish 6.8mm safety glazing</u>												
Page 16- 1	SF Type 1 (5920x2320mm)							No	12				
Page 16- 2	SF Type 2.1 (2970x2320mm)							No	15				
Page 16-3	SF Type 2.2 (4410x 2770mm)							No	177				
Page 17-4	SF Type 3.1 (2305x2770)							No	12				
Page 17-5	SF Type 3.2 (1180x2320)							No	24				
Page 17-6	SF Type 3.3 (4240x2770)							No	12				
Page 17-7	SF Type 4.1 (3590x 2320mm)							No	24				
Page 17-8	SF Type 4.2 (3590x2320)							No	6				
Page 17-9	SF Type 5 (2305x1930mm)							No	3				
Page 17-10	SF Type 6.1 (2305x1480mm)							No	3				
Page 17-11	SF Type 6.2 (1880x2770mm)							No	3				
Page 17-12	SF Type 6.2 (250x2770mm)							No	3				
Page 17-13	19mmx 10mm " Kirk Marketing M Trim"							m	1440				
	<u>Anodised aluminium doors with windows complying with AAAMSA performance as per required criteria and glazed in accordance with SANS 10160, SANS 10137, SANS 10400 (Part N of Section 3) and SANS 1263 with clear glassing accordance with SANS 10160:2010, SANS 10137:2002, SANS 10400:2010 (Part N of Section 3) and SANS 1263: 2006 with tinted mirror finish 6.8mm safety glazing</u>												
Page 17-14	Door Type 1 (1600x 2030mm)							No	24				
Page 17-15	Door Type 2 (1780x 2030mm)							No	15				
Page 17- 16	Door Type 3 (1800x 2030mm)							No	6				
Page 17-17	Door Type 4 (900x 2030mm)							No	54				
Page 17-18	Door Type 5 (1880x 2030mm)							No	9				
Page 17-19	Black powder coated aluminium skirting							m	2785				
Page 19-5	3x 25mm Flat section brass division strips							m	12				
(C20) Total tender value													
Signature of tenderer from Annex B									(C21) Total Exempt imported content				
									(C22) Total Tender value net of exempt imported content				
									(C23) Total Imported content				
									(C24) Total local content				
Date:									(C25) Average local content % of tender				



Annex D												SATS 1286.2011
Imported Content Declaration - Supporting Schedule to Annex C												
(D1)	Tender No.	SCMUS-22/23-0142							Note: VAT to be excluded from all calculations			
(D2)	Tender description:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING										
(D3)	Designated Products:	Steel products and components										
(D4)	Tender Authority:	Department of Public Works										
(D5)	Tendering Entity name:											
(D6)	Tender Exchange Rate:	Pula		EU		GBP						
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												
				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												
				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												
			Calculation of foreign currency payments								Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)							(D51)	
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party							
Signature of tenderer from Annex B					(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above							
Date:											This total must correspond with Annex C - C 23	

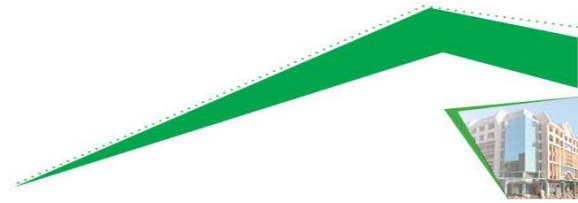


Local Content Declaration - Supporting Schedule to Annex C

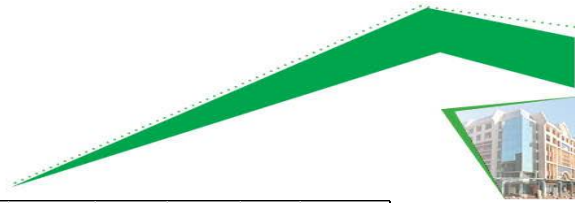
(E1)	Tender No.	SCMU5-22/23-0142	
(E2)	Tender description:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING	
(E3)	Designated products:	Steel products and components	
(E4)	Tender Authority:	Department of Public Works (OR Tambo)	
(E5)	Tendering Entity name:		

[illegible]

Date:



Annex C																																																																																																																																																																																																																																																												
Local Content Declaration - Summary Schedule																																																																																																																																																																																																																																																												
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<div style="display: flex; justify-content: space-between;"> <div> <p>Calculation of local content</p> <table border="1"> <thead> <tr> <th>Tender item no's</th> <th>List of items</th> <th>Tender price - each (excl VAT)</th> <th>Exempted imported value</th> <th>Tender value net of exempted imported content</th> <th>Imported value</th> <th>Local value</th> <th>Local content % (per item)</th> </tr> <tr> <th>(C8)</th> <th>(C9)</th> <th>(C10)</th> <th>(C11)</th> <th>(C12)</th> <th>(C13)</th> <th>(C14)</th> <th>(C15)</th> </tr> </thead> <tbody> <tr> <td>Page 21-3</td> <td>Automatic stainless steel electric hand drier</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 21-4</td> <td>Lockable toilet roll holder, white</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 21-7</td> <td>Cubicle solution stainless steel paper towel dispenser fixed in according to manufactures specification to walls</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td></td> <td>PLUMBING</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Page 22-14</td> <td>Kwikot' Grade 304 18/10 stainless steel</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 22-15</td> <td>Kwikot' Grade 316 17/10 stainless steel standard single centre drop-in wash trough</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 22-16</td> <td>Kwikot' Grade 304 18/10 stainless steel DSBC drip</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 22-17</td> <td>28mm Pipes</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 22-18</td> <td>28mm Fittings</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 23-22</td> <td>50mm Chrome plated</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 23-23</td> <td>40mm Rough brass shower p-trap</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 23-24</td> <td>75mm 18 VA3.113 CP hinged urinal domical grating</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 23-25</td> <td>Cobra watertech star 15mm</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 23-26</td> <td>Giberit lavatory tap type</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 23-27</td> <td>Cobra watertech 15mm chrome plated</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 23-28</td> <td>Cobra watertech 15mm chrome plated Metered pillar tap</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 23-29</td> <td>Cobra watertech 15mm chrome plated Metered pillar tap</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 24-30</td> <td>Cobra watertech 15mm chrome plated Metered pillar tap</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td>Page 24-31</td> <td>15mm Chrome plated code 139-15 'Star'</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>No</td> </tr> <tr> <td colspan="7"></td> <td>(C20) Total tender value</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="7">Signature of tenderer from Annex B</td> <td>(C21) Total Exempt imported content</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="7"></td> <td>(C22) Total Tender value net of exempt imported content</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="7"></td> <td>(C23) Total Imported content</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="7"></td> <td>(C24) Total local content</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="7">Date:</td> <td>(C25) Average local content % of tender</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> </div></div>													Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	Page 21-3	Automatic stainless steel electric hand drier						No	Page 21-4	Lockable toilet roll holder, white						No	Page 21-7	Cubicle solution stainless steel paper towel dispenser fixed in according to manufactures specification to walls						No		PLUMBING							Page 22-14	Kwikot' Grade 304 18/10 stainless steel						No	Page 22-15	Kwikot' Grade 316 17/10 stainless steel standard single centre drop-in wash trough						No	Page 22-16	Kwikot' Grade 304 18/10 stainless steel DSBC drip						No	Page 22-17	28mm Pipes						No	Page 22-18	28mm Fittings						No	Page 23-22	50mm Chrome plated						No	Page 23-23	40mm Rough brass shower p-trap						No	Page 23-24	75mm 18 VA3.113 CP hinged urinal domical grating						No	Page 23-25	Cobra watertech star 15mm						No	Page 23-26	Giberit lavatory tap type						No	Page 23-27	Cobra watertech 15mm chrome plated						No	Page 23-28	Cobra watertech 15mm chrome plated Metered pillar tap						No	Page 23-29	Cobra watertech 15mm chrome plated Metered pillar tap						No	Page 24-30	Cobra watertech 15mm chrome plated Metered pillar tap						No	Page 24-31	15mm Chrome plated code 139-15 'Star'						No								(C20) Total tender value					Signature of tenderer from Annex B							(C21) Total Exempt imported content												(C22) Total Tender value net of exempt imported content												(C23) Total Imported content												(C24) Total local content					Date:							(C25) Average local content % of tender				
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)																																																																																																																																																																																																																																																					
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Annex D												SATS 1286.2011	
Imported Content Declaration - Supporting Schedule to Annex C													
(D1)	Tender No.	SCMU5-22/23-0142					Note: VAT to be excluded from all calculations						
(D2)	Tender description:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING											
(D3)	Designated Products:	Steel products and components											
(D4)	Tender Authority:	Department of Public Works											
(D5)	Tendering Entity name:												
(D6)	Tender Exchange Rate:	Pula		EU		GBP							
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 exd 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													
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 exd 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													
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 exd 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													
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									
(D46)	(D47)	(D48)	(D49)	(D50)									
(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 from Annex B													
Date:													
This total must correspond with Annex C - C 23													

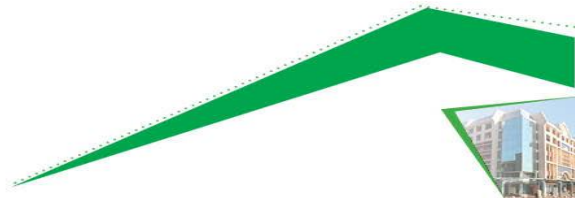


Annex E

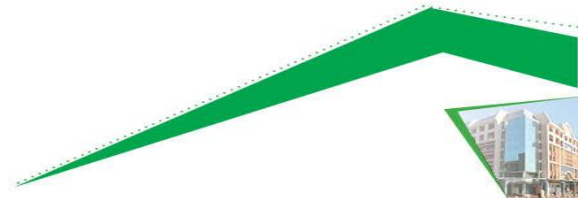
(E1)	Tender No.	SCMUS-22/23-0142			
(E2)	Tender description:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING			
(E3)	Designated products:	Steel products and components			
(E4)	Tender Authority:	Department of Public Works (OR Tambo)			
(E5)	Tendering Entity name:				

(E10)	Manpower costs				
		(Tenderer's manpower cost)			
(E11)	Factory overheads				
		(Rental, depreciation & amortisation, utility costs, consumables etc.)			
(E12)	Administration o				
		(Marketing, insurance, financing, interest etc.)			
				(E13) Total local content	
				This total must correspond with Annex C -	
				C24	

Date:



Annex C													
Local Content Declaration - Summary Schedule													
(C1)	Tender No.	SCMU5-22/23-0142											
(C2)	Tender description:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING											
(C3)	Designated product(s)	Steel Products and Components											
(C4)	Tender Authority:	Department of Public Works (OR Tambo Region)											
(C5)	Tendering Entity name:												
(C6)	Tender Exchange Rate:	Pula EU GBP											
(C7)	Specified local content %	100%											
<div>Note: VAT to be excluded from all calculations</div>													
Calculation of local content													
Tender summary													
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Unit of measurement	Tender Qty	Total tender value	Total exempted imported content	Total Imported content	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)	
Page 24-32	50mm pipes							No	125				
Page 24-33	50mm Plain bend							No	80				
Page 24-34	50mm IE bend							No	40				
Page 24-35	110 x 50mm Reducing junction							No	40				
Page 24-36	15mm Pipes							No	105				
Page 24-37	22mm Pipes							No	105				
Page 24-38	15mm Fittings							No	150				
Page 24-39	22mm Fittings							No	150				
Page 24-40	15mm Pipes							No	150				
Page 25-41	Electric Water Heater gyser							No	3				
ELECTRICAL													
Page 27-7	25mm SANS Galvanised Conduit							m	50				
Page 27-9	32mm SANS Galvanised Conduit							m	20				
Page 28-17	1.5mm2 600/1000V-PVC-insulated stranded copper conductor, red colour							m	1350				
Page 28-19	1.5mm2 600/1000V PVC- insulated stranded copper conduct							m	1350				
Page 28-21	1.5mm2 600/1000V PVC- insulated stranded copper conduct,							m	1350				
Page 28-23	2.5mm2 600/1000V PVC- insulated stranded copperconductor							m	1125				
Page 28-25	2.5mm2 600/1000V PVC- insulated stranded copperconductor							m	1350				
Page 28-27	2.5mm2 600/1000V PVC- insulated stranded copperconductor							m	1350				
Page 28-29	4mm2 600/1000V PVC- insulated stranded copper conductor,							m	600				
										(C20) Total tender value			
Signature of tenderer from Annex B										(C21) Total Exempt imported content			
										(C22) Total Tender value net of exempt imported content			
										(C23) Total Imported content			
										(C24) Total local content			
Date:										(C25) Average local content % of tender			



												SATS 1286.2011	
Annex D													
Imported Content Declaration - Supporting Schedule to Annex C													
(D1)	Tender No.	SCMUS-22/23-0142					Note: VAT to be excluded from all calculations						
(D2)	Tender description:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING											
(D3)	Designated Products:	Steel products and components											
(D4)	Tender Authority:	Department of Public Works											
(D5)	Tendering Entity name:												
(D6)	Tender Exchange Rate:	Pula		EU		GBP							
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													
				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													
				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													
			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 from Annex B													
Date:													
										This total must correspond with Annex C - C 23			

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Imported Content Declaration - Supporting Schedule to Annex C

This total must correspond with Annex C - C 23



Annex E

(E1)	Tender No.	SCMUS-22/23-0142	
(E2)	Tender description:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING	
(E3)	Designated products:	Steel products and components	
(E4)	Tender Authority:	Department of Public Works (OR Tambo)	
(E5)	Tendering Entity name:		

(E9) Total local products (Goods, Services and Works)

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

This total must correspond with Annex C - C24

Date:



Local Content Declaration - Summary Schedule

(C1)	Tender No.	3CWM02-2020/0410										
(C2)	Tender description:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING										
(C3)	Designated product(s)	Steel Products and Components										
(C4)	Tender Authority:	Department of Public Works (OR Tambo Region)										
(C5)	Tendering Entity name:											
(C6)	Tender Exchange Rate:	Pula		EU		GBP						
(C7)	Specified local content %	100%										

Note: VAT to be excluded from all calculations

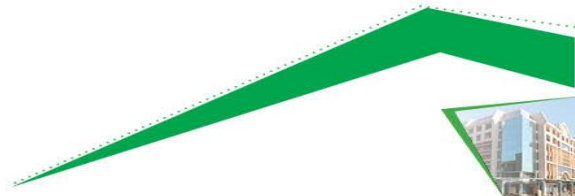
Calculation of local content								Tender summary					
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Unit of measurement	Tender Qty	Total tender value	Total exempted imported content	Total Imported content	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)	
	ELECTRICAL												
Page 33-108	35mm ² copper cable							m	600				
Page 34-120	Threaded rod 3m							No	50				
Page 34-122	Drop in anchor							No	300				
Page 32-104	1500mm copper earth rods or spikes for equipotential							No	12				
Page 33-106	16mm ² Aluminium rods							m	1000				
Page 33-108	35mm ² copper cable							No	600				
(Pg39,35),Pg40,45),Pg41,53)	150mm wide							m	300				
	AC GAS PIPING AND FITTINGS												
Page 44-122	Grade xxx copper piping @ 6.35mm							m	1				
Page 44-123	Grade xxx copper piping @ 9.52mm							m	1				
Page 44-124	Grade xxx copper piping @ 12.7mm							m	1				
Page 44-125	Grade xxx copper piping @ 15.88mm							m	1				
Page 44-126	Grade xxx copper piping @ 19.05mm							m	1				
Page 44-127	Grade xxx copper piping @ 22.2mm							m	1				
Page 45-128	Grade xxx copper piping @ 28.58mm							m	1				
Page 45-129	Grade xxx copper piping @ 34.93mm							m	1				
Page 45-130	Grade xxx copper piping @ 41.28mm							m	1				
								(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					
Signature of tenderer from Annex B: _____ Date: _____													

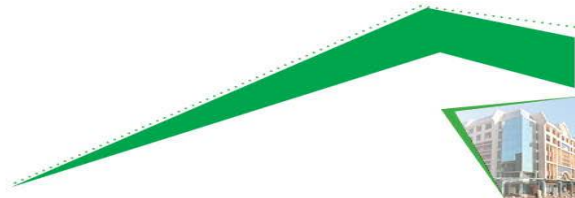


Annex D												SATS 1286.2011	
Imported Content Declaration - Supporting Schedule to Annex C													
(D1)	Tender No.	SCMU5-22/23-0142					Note: VAT to be excluded from all calculations						
(D2)	Tender description:	RENOVATIONS AND ALTERATIONS TO K.D MATANZI MA BUILDING											
(D3)	Designated Products:	Steel products and components											
(D4)	Tender Authority:	Department of Public Works											
(D5)	Tendering Entity name:												
(D6)	Tender Exchange Rate:	Pula		EU		GBP							
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				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				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				Calculation of foreign currency payments						Summary of payments			
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							Local value of payments		
(D46)	(D47)	(D48)	(D49)	(D50)							(D51)		
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party								
Signature of tenderer from Annex B					(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above								
Date:											This total must correspond with Annex C - C 23		



SATS 1286.2011			
Annex E			
Local Content Declaration - Supporting Schedule to Annex C			
(E1)	Tender No.	SCMU5-22/23-0142	
(E2)	Tender description:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING	
(E3)	Designated products:	Steel products and components	
(E4)	Tender Authority:	Department of Public Works (OR Tambo)	
(E5)	Tendering Entity name:		
	Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers
		(E6)	(E7)
			(E8)
		(E9) Total local products (Goods, Services and Works)	
(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and marketing	(Marketing, insurance, financing, interest etc.)	
		(E13) Total local content	
		This total must correspond with Annex C - C24	
Signature of tenderer from Annex B			
Date:			

[illegible]



Annex D												SATS 1286.2011	
Imported Content Declaration - Supporting Schedule to Annex C													
(D1)	Tender No.	SCMU5-22/23-0142					<div style="border: 1px solid black; padding: 5px;"> Note: VAT to be excluded from all calculations </div>						
(D2)	Tender description:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING											
(D3)	Designated Products:	Steel products and components											
(D4)	Tender Authority:	Department of Public Works											
(D5)	Tendering Entity name:												
(D6)	Tender Exchange Rate:	Pula		EU		GBP							
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 exd 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				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 exd 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				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 exd 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				Calculation of foreign currency payments						Summary of payments			
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							Local value of payments		
(D46)	(D47)	(D48)	(D49)	(D50)							(D51)		
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party													
Signature of tenderer from Annex B													
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above													
Date:											This total must correspond with Annex C - C 23		



Local Content Declaration - Supporting Schedule to Annex C

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SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 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)].

4. General Conditions

- 4.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 4.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such Bids 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.
- 4.3. Where necessary, for Bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 4.4. 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.
- 4.5. 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.

- 4.6. 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;
5. **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:**



No.	Description of services, works or goods	Unit (e.g. m2, m3, ton, etc)	Quantity	Stipulated minimum threshold
1	Mild steel reinforcement to structural concrete work: 12 mm diameter bars	tonnes	261.95	100%
2	Mild steel reinforcement to structural concrete work: 10 mm diameter bars	tonnes	261.95	100%
3	Furniture High back Chair	No.	261.95	85%

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

YES	<input checked="" 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 1.1 of the general conditions must be the rate(s) published by SARB for the specific currency at 1:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	R14 / \$1
Pound Sterling	R19.50 / 1 pound
Euro	R14.10 / 1 Euro
Yen	R0.50/ 500Yens
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):

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

NB

- 3 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.
- 4 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/industrialdevelopment/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, **MKHAYA PHONDO** (full names), do hereby declare, in my capacity as **DIRECTOR** of **PHONDO CONSTRUCTION** (name of bidder entity), the following:

- (f) The facts contained herein are within my own personal knowledge.
- (g) I have satisfied myself that:
 - (ii) 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;
- (h) 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 370 940
Imported content (x), as calculated in terms of SATS 1286:2011	R 62 868
Stipulated minimum threshold for local content (paragraph 3 above)	100% + 85%
Local content %, as calculated in terms of SATS 1286:2011	83.05%

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.



- (i) 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.
- (j) 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: 23 Oct 2018

WITNESS No. 1

DATE: 23 Oct 2018

WITNESS No. 2

DATE: 23 Oct 2018



Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	SCMU5-18/19-0888										Note: VAT to be excluded from all calculations
(C2)	Tender description:	Construction of BHISHO JSS School										
(C3)	Designated product(s)	Steel Products and Structures and Furniture										
(C4)	Tender Authority:	Department of Public Works (EC)										
(C5)	Tendering Entity name:	IPHONDO CONSTRUCTION (PTY) LTD										
(C6)	Tender Exchange Rate:	Pula								GBP		
(C7)	Specified local content %	100% and 85%										

Calculation of local content								Tender summary				
Tender item no's	List of Items	Tender price (excl. VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Unit of measurement	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
53, 34, 50	Mild steel reinforcement to structural concrete work: 12 mm diameter bars	R 35.00	R 0.00	R 35.00	R 0.00	R 35.00	100%	tonnes	261.95	R 9 168	R 0	R 0
54, 35	Mild steel reinforcement to structural concrete work: 10 mm diameter bars	R 23.00	R 0.00	R 23.00	R 0.00	R 23.00	100%	tonnes	240.00	R 5 520	R 0	R 0
25	Furniture High back Chair	R 1 600.00	R 0.00	R 1 600.00	R 240.00	R 1 360.00	85%	No.	261.95	R 356 252	R 0	R 62 868
(C20) Total tender value										R 370 940		
(C21) Total Exempt imported content										R 0		
(C22) Total Tender value net of exempt imported content										R 370 940		
(C23) Total Imported content										R 62 868		
(C24) Total local content										R 308 072		
(C25) Average local content % of tender										83.05%		

Signature of tenderer from Annex B		
Date:	24-Oct-18	



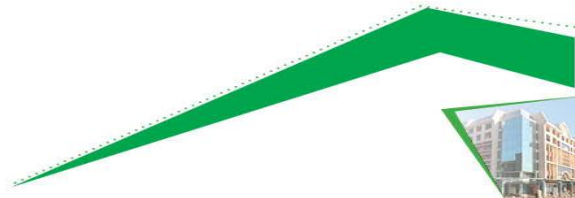
EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTION TO A NATION AT WORK

NDB 2030



Local Content Declaration - Supporting Schedule to Annex C

EXAMPLE ONLY



***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,

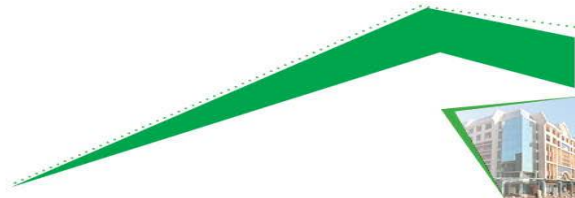
Full name & Surname	
Identity number	

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:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of “Black People”	<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"> Before 27 April 1994; or On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior

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 _____ (DD/MM/YYYY), 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	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

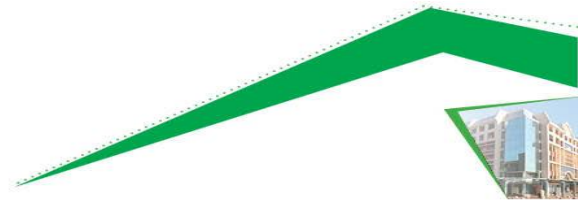
NB: KEY NOTES FOR EMES (extract from Gazette No. 41287)

- 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
 - An electronic copy can also be requested through DPW offices (Supply Chain Offices)
3. I now 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.
4. 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,

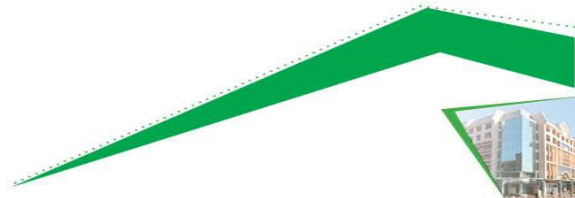
Full name & Surname	
Identity number	

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 authorized to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of "Black People"	<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"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior

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 _____ (DD/MM/YYYY), 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	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	

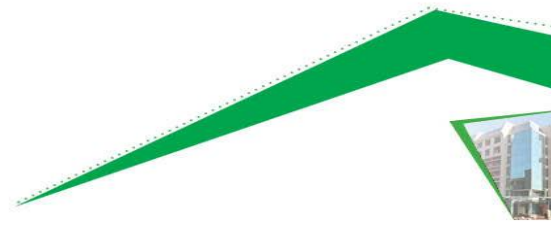
NB: KEY NOTES FOR QSE (extract from Gazette No. 41287)

- 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 B-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
 - 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: _____

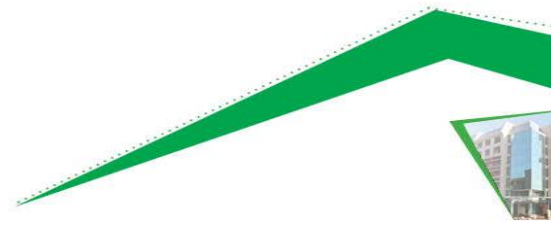
Date: _____

Commissioner of Oaths
Signature & stamp

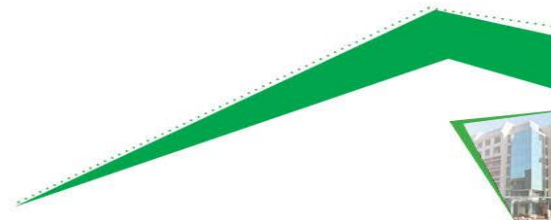


***PROOF OF REGISTRATION ON THE NATIONAL
TREASURY CENTRAL SUPPLIER DATABASE (CSD
REPORT)***

(ATTACH HERE)



VALID CIDB CERTIFICATE OF A BIDDER
(ATTACH HERE)



RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING		
SCMU NUMBER	SCMU5-22/23-0142		
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)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

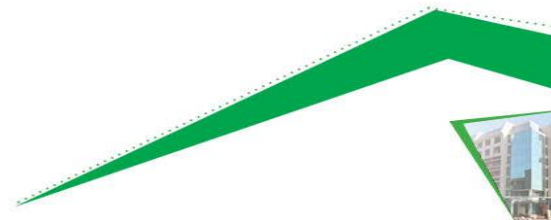
Signed

Date

Name

Position

Tenderer



PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

PROJECT TITLE	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING
SCMU NUMBER	SCMU5-22/23-0142

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



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 authorized 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	

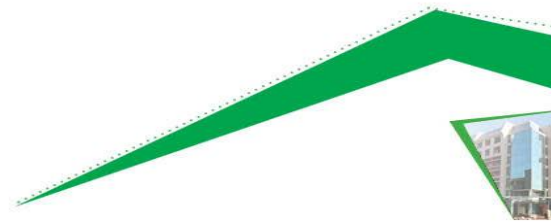
If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):



F

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

<p>This Returnable Schedule is to be completed by joint ventures.</p> <p>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.</p>		
PROJECT TITLE	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING	
SCMU NUMBER	SCMU5-22/23-0142	
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 SUB CONTRACTORS

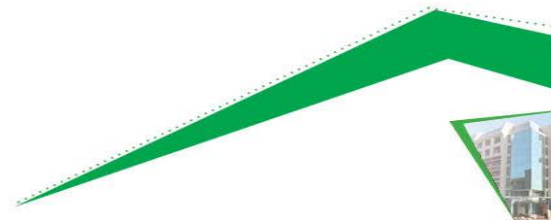
PROJECT TITLE	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING
SCMU NUMBER	SCMU5-22/23-0142

We notify you that it is our intention to employ the following Sub-consultant 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 Sub-consultant	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

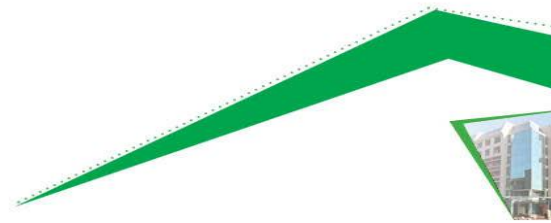
Signed

Date

Name

Position

Enterprise name



H

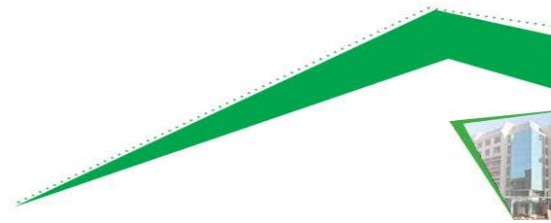
CAPACITY OF THE BIDDER

PROJECT TITLE	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING
SCMU NUMBER	SCMU5-22/23-0142
<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>Employees: (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
	Team Leader / Key Personal		
	Project Manager		
	Senior Technologists		
	Technologists		
	Technicians		
	Candidates		
	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.

Signed:	Date
Name:	Position
Enterprise Name:			



I

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

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					

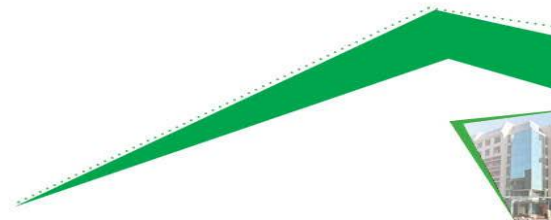
Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).

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

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 program budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
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).

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

(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					
5					

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

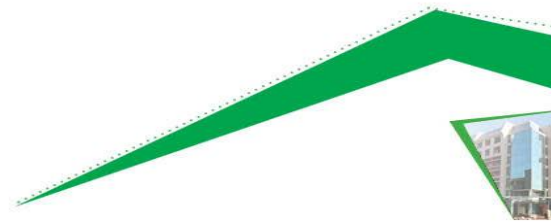
Signed

Date

Name

Position

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					

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



Project Reference Forms - 1

Project title:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING
Project Number:	SCMU5-22/23-0142

NOTE: This returnable document must be completed by the person who was the 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						
2. Quality of Services						
3. Resources: Personnel						
4. Time management / programming						
5. Financial management / Project budget management/ cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

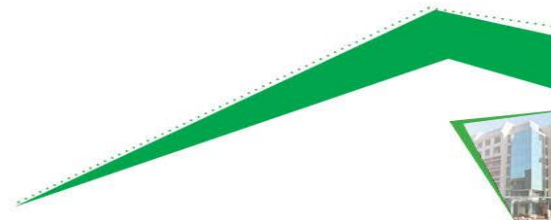
YES	NO

C. Any other comments: _____

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____



Thus signed at _____ on this _____ day of _____ 2019

Signature of principal agent

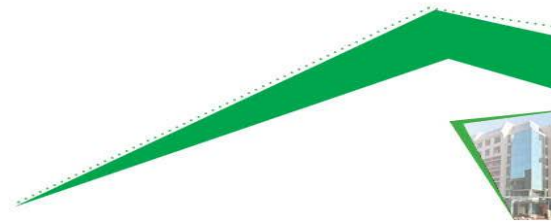
COMPANY STAMP

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



Project Reference Forms - 1

Project title:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING
Project Number:	SCMU5-22/23-0142

NOTE: This returnable document must be completed by the person who was the 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						
2. Quality of Services						
3. Resources: Personnel						
4. Time management / programming						
5. Financial management / Project budget management/ cash flow, etc.						
TOTAL						

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 _____ 2023



COMPANY STAMP

Signature of principal agent

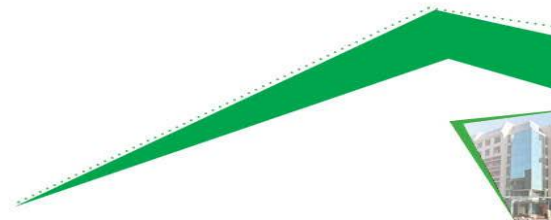
NOTE:

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



Project Reference Forms - 1

Project title:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING
Project Number:	SCMU5-22/23-0142

NOTE: This returnable document must be completed by the person who was the 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						
2. Quality of Services						
3. Resources: Personnel						
4. Time management / programming						
5. Financial management / Project budget management/ cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

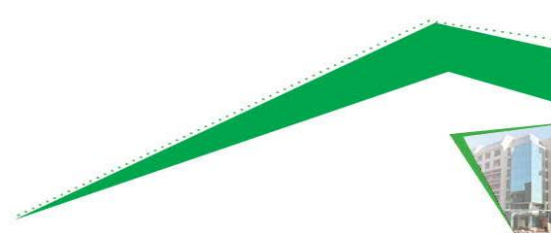
C. Any other comments: _____

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2023



COMPANY STAMP

Signature of principal agent

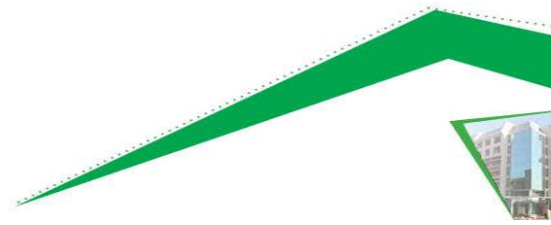
NOTE:

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

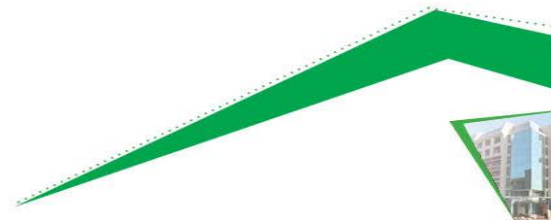
Signature of Tenderer

Date



PART C1 AGREEMENTS AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data for JBCC Edition 6.2 - May 2018
- C1.3 CIDB Adjudicator's Agreement



C1.1- Form of Offer and Acceptance

Annex C

(normative)

FORM OF OFFER AND ACCEPTANCE

Project title	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING
SCMU number	SCMU5-22/23-0142

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(s) _____

Tender's Name(s) _____

Authorized Person
(Names) _____

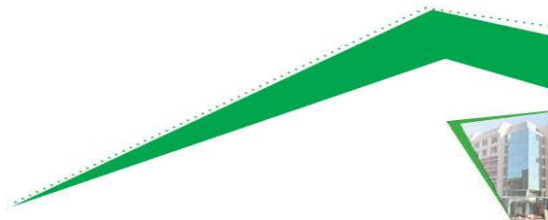
Address of the
Tenderer: _____

Witnesses (Signatures):

1. _____ Date: _____

2. _____ 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.¹

Signature

Name

Capacity

for the

Employer

.....

(Name and address of organization)

Name and signature

of witness Date

Schedule of Deviations

1 Subject _____
Details _____

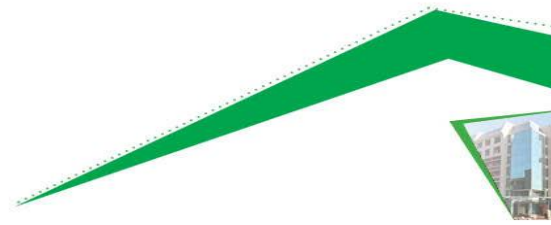
2 Subject _____
Details _____

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.



C1.2 Contract Data



The Joint Building Contracts Committee® - NPC
CONTRACT DATA
For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES
Principal Building Agreement
Edition 6.2 - May 2018

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING
Reference number	SCMU5-22/23-0142
Works description	Refer to document C3 – Scope of Work
Decanting	<p>To be able to maintain functionality during repairs and renovations of K.D Matanzima Building, the whole project is divided into a number of different sections .Repairs and Renovations of the project allows all operations to continue to function.</p> <p>Temporary facilities may be provided as a suitable alternative for staff to utilise during construction work. The purpose of this plan is to minimise disruption to the operations of various departments, while the project is under construction.</p> <p>The refurbishment within the existing building will be required to be undertaken in progressive sections in order to ensure the continuity of delivery of services.</p> <p><u>Summary of project Sections</u></p> <p>Ground Floor Part A and Part B - Right Wing and Left Wing (6 Months) Second Floor Part A and Part B- Right Wing and Left Wing (6 Months) Third Floor Part A and Part B- Right Wing and Left Wing. (6 Months) 5th Floor Open Plan (2 Months) Upgrade of 4th Floor and 5th Floor Ablutions (1 Month) External Works (3 Months)</p> <p>Site Establishment- Establishing a construction site appropriate to manage the logistics of the project. Installation of protective hoardings, the establishment of a of proper signage's that will lead visitors to the site and storages.</p> <p>Contractor must use one entrance for the section that they are working on it and have the security who will control the incoming and outgoing people.</p>



A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Mthatha
Site address	Refer to document C4 – Site Information
Local authority	King Sabata Dalindyebo local Municipality

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Public Works and Infrastructure
Business registration number	N/A
VAT/GST number	N/A
Country	South Africa
Employer's representative: Name	Mr Siyabonga Ngaveli

E-mail	Siyabonga.Ngaveli@ecdpw.gov.za		
Mobile Phone Number	0794960853	Telephone	0475052843
Postal address	Corner Owen and Victoria Street, K.D Building, Mthatha	Postal Code	5099
Physical address	Corner Owen and Victoria Street, K.D Building, Mthatha	Postal Code	5099

A4.0 Principal Agent [1.1]

Discipline	Project Manager		
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above		Contact person	Ms Z Tshisa
Practice number		Telephone number	047 505 2848
		Mobile number	N/A
Country	South Africa	E-mail	Zizipho.Tshisa@ecdpw.gov.za
Postal address	Corner Owen and Victoria Street, K.D Building, Mthatha	Postal Code	5099
Physical address	Corner Owen and Victoria Street, K.D Building, Mthatha	Postal Code	5099



A5.0 Agent [1.1]

Discipline	Architect		
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above		Contact person	Ms S.Jayiya
Practice number		Telephone number	047 505 2831
		Mobile number	N/A
Country	South Africa	E-mail	Sibulele.Jayiya@ecpdw.gov.za
Postal address	Corner Owen and Victoria Street, K.D Building, Mthatha		Postal Code 5099

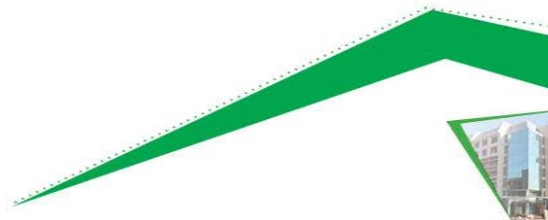
Physical address	Corner Owen and Victoria Street, K.D Building, Mthatha	Postal Code	5099
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A6.0 Agent [1.1]

Discipline	Electrical Engineer		
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above		Contact person	Mr S Rasmeni
Practice number		Telephone number	047 505 2847
		Mobile number	N/A
Country	South Africa	E-mail	Sihle.Rasmeni@ecdpw.gov.za
Postal address	Corner Owen and Victoria Street, K.D Building, Mthatha		Postal Code 5099
Physical address	Corner Owen and Victoria Street, K.D Building, Mthatha		Postal Code 5099

A7.0 Agent [1.1]

Discipline	Quantity Surveyor		
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above		Contact person	Ms P.Matamo
Practice number		Telephone number	047 505 3831
		Mobile number	N/A
Country	South Africa	E-mail	Pinky.Matamo@ecdpw.gov.za
Postal address	Corner Owen and Victoria Street, K.D Building, Mthatha		Postal Code 5099
Physical address	Corner Owen and Victoria Street, K.D Building, Mthatha		Postal Code 5099



A8.0 Agent [1.1]

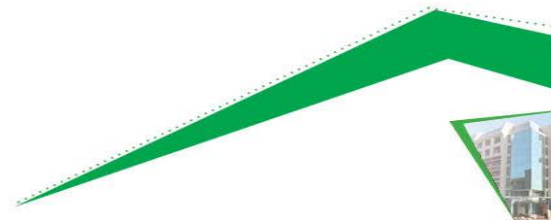
Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	
Postal address			Postal Code
Physical address			Postal Code

A9.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	
Postal address			Postal Code
Physical address			Postal Code

A10.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	
Postal address			Postal Code
Physical address			Postal Code



A11.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal Code
Physical address			Postal Code

A12.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal Code
Physical address			Postal Code



CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (Sixth Edition) as amended
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works , state country [2.1]	Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	Three (3)

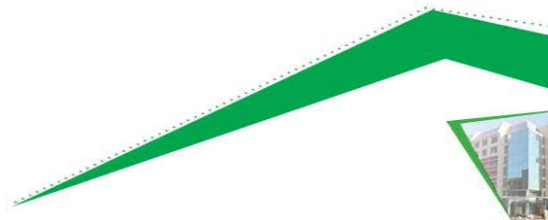
Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 20
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30

Contract drawings – description	Number	Revision	Date
Site plan			

B 5.0 Employer's Agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]
Principal Agent

Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]
None



B 6.0 Insurances [10.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Yes / No:	No			
Contract works insurance:				
	New works [10.1.1] (contract sum or amount)			
or	Works with practical completion in sections [10.2] (contract sum or amount			
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)			
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

Insurances by Contractor			Amount including tax	Deductible amount including tax
Yes / No:	Yes			

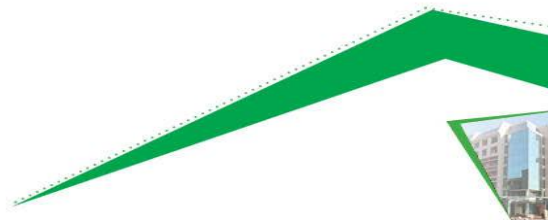
	New works [10.1.1] (contract sum or amount)	N/A	
or	Works with practical completion in sections [10.2] (contract sum or amount	To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim



	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Escalation, professional fees and reinstatement costs if not included above		N/A	
Total of the above contract works insurance amount			To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]			R70 million	With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]			R5 million	
Removal of lateral support insurance [10.1.4; 10.2]			No	
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Hi Risk Insurance [10.1.5.1]				
Yes/ No?	No	If yes, description 2		

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes / No?	Yes
If yes, description	K.D. Matanzima building premises, Ground Floor, First Floor, Third Floor, 4 th Floor and Fifth Floor Ablutions.		
Restriction of working hours [12.1.2]		Yes / No?	No
If yes, description			
Natural features and known services to be preserved by the contractor [12.1.3]		Yes / No?	No
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes / No?	Yes
If yes, description	Work areas and restricted areas shall be defined at Site Handover		
Supply of free issue [12.1.10]		Yes / No?	No
If yes, description			



8.0 Nominated subcontractors [14.0]

Yes / No?	No	If yes, description of specialisation
Specialisation 1		Allow the Provisional sum of R650 000.00 (Six Hundred and Fifty Thousand Rands) for Repairs to Boundary walls and steel fencing including Gates and Painting for (SMME packages)
Specialisation 2		Allow for the Provisional sum of R 400 000.00 (Four Hundred Thousand Rand) for renovations of Guard house (SMME package)
Specialisation 3		Allow for the Provisional sum of R 500 000(Five Hundred Thousand Rands) for External Covered Sitting area for SMME packaged.
Specialisation 4		Allow for the Provisional sum of R 700 000(Seven Hundred Thousand) Internal and External Signage for SMME package.
Specialisation 5		Allow the Provisional Sum of R 1 500 000.00 One Million Five Hundred Thousand Rands) for Hiring of Prefabricated structures for SMME package.
Specialisation 6		Allow for the Provisional sum of R 37 440.00 (Thirty Seven Thousand Four Hundered and Forty Rands) for Servicing and Cleaning of Aluminium Window Frames including Panes (SMME Package).
Specialisation 7		Allow for the Provisional sum of R 633 600.00(Six Hundred and Thirty Three Thousand Six Hundred Rands) for the installation of Blinds (SMME Package).
Specialisation 8		Allow for the Provisional sum of R 250 000 (Two Hundred and Fifty Thousand Rands) for Landscaping for SMME Package.
Specialisation 9		Allow for the Provisional amount of R 2 372 850.00 (Two Million Three Hundred and Seventy Two Thousand and Eight Hundred and Fifty Rand) for the installation of Gyros' Gyrex White vinyl finished gypsum ceiling. tiles, size1200x600x12,5mm thick laid on and including DonnT38 main tees, cross tees, hold-down clips, wedges , etc, all suspended with galvanised 19mmstrap suspension hangers at hanger centres not exceeding 1200mm, Gyproc37x24mm SM12 recessed shadowline wall angle (Code. 19621) plugged and screwed to wall.(for SMME PACKAGE)

B 9.0 Selected subcontractors [15.0]

Yes / No?	Yes	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialization 5		



B 10.0 Direct contractors [16.0]

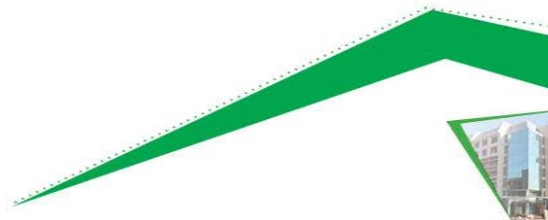
Yes / No?	No	If yes, description of extent of work
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		

B 11.0 Description of sections [20.1]

Section 1	Ground Floor: Part A and Part B – 6 Months for the entire floor but 3 Months per Wing.
Section 3	Second Floor: Part A and Part B – 6 Months for the entire floor but 3 Months per Wing.
Section 4	Third Floor: Part A and Part B – 6 Months for the entire floor but 3 Months per Wing.
Section 5	5 th Floor open plan- 2 Months
Section 6	Upgrade of 4 th Floor and 5 th Floor Ablutions-1 Months
Section 7	External Works - 3 months

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
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		working days	Period in months	Penalty amount per calendar day (excl. tax)
		10 Working days	7 (Calendar) Project as whole (Section 1-8)	1,25c cent of Contract amount

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1		10 Working days	Contractor to program and determine duration,	Penalty only applicable to late completion of contract as whole.
Section 2		10 Working days	Contractor to program and determine duration	Penalty only applicable to late completion of contract as whole.
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the				

Criteria to achieve practical completion not covered in the definition of practical completion
No further Criteria

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes / No?	Yes
If yes, description of applicable elements	All works	

B 14.0 Payment [25.0]

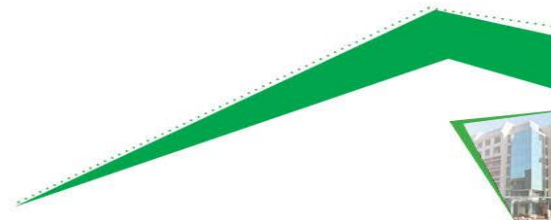
Date of month for issue of regular payment certificates [25.2]	30th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?	Yes	Base date = Tender closing date
If yes, method to calculate	CPAP calculated with Haylett formulae based on indices as provided by StatsSA		
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Principal Agent	
Applicable rules for adjudication [30.6.2]	Adjudication in accordance with the CIDB adjudication process	
Arbitration [30.7.4; 30.10]	Yes / No?	No
If Yes, name of nominating body *If No, then dispute will be referred to litigation		
Applicable rules for arbitration [30.7.5]	N/A	

B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]	Yes / No?	Yes
Availability of construction information – is the construction information complete? [B2.3]	Yes / No?	Yes
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]	N/A	



Previous work - defects - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of site in stages - specific requirements [B4.1]		Refer to B11 (Contract Data)	
Enclosure of the works - specific requirements [B4.2]		Hoarding to working areas.	
Geotechnical and other investigations - specific requirements [B4.3]		N/A	
Existing premises occupied - details [B4.5]		Working Areas will be occupied	
Services - known - specific requirements [B4.6]		No	
Water [B8.1]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Electricity [B8.2]	By contractor	Yes / No?	No
	By employer	Yes / No?	Yes
	By employer – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		No specific requirements	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		No specific requirements	
Disturbance - specific requirements [B11.5]		No specific requirements	
Environmental disturbance - specific requirements [B11.6]		No specific requirements	

B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this **agreement**



1.1 Definitions

AGREEMENT: The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a principal agent not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

10.0 Insurances

Add the following as 10.1.5.1:

Hi 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 sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:

10.1.5.1.1 Damage to **the works**

The contractor shall, from the date of possession of the **site** 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

10.1.5.1.2 Injury to persons or loss of or damage to property

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

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or 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

10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.1.5.1.4

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 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. 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

11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the works executed on **site**



12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the contractor complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 Practical Completion

19.5: Delete the words “subject to the **contractor’s** lien or right of continuing possession of the **works** where this has not been waived”

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words “and/or **compensatory interest**”

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3: or where ...

29.1.4: The **contractor’s** estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract



C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B		Option:	
Option A	Payment reduction of 10% of the value certified in the payment certificate		
Option B	Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate		
Guarantee for payment by employer [11.5.1; 11.10]		Not Applicable	
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]		Not Applicable	

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

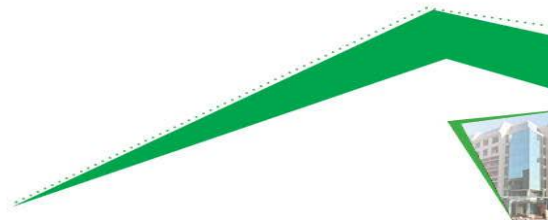
Contractor's selection: Select Option A or B	Option:	
Where the contractor does not select an option, Option A shall apply		

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations



C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection: Select Option A or B	Option:	
Where the contractor does not select an option, Option A shall apply		

Provision of particulars

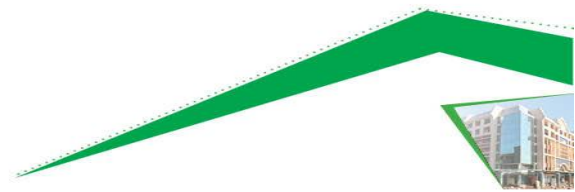
The contractor shall provide the particulars for the purpose of the adjustment of preliminaries in terms of his selection. Where completion in sections is required, the contractor shall provide an apportionment of preliminaries per section

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment, establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment Methods

The amount of preliminaries shall be adjusted to take account of the effect which changes in time and/or value have on preliminaries. Such adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of preliminaries and shall apply notwithstanding the actual employment of resources by the contractor in the execution of the works

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p>
Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred</p>

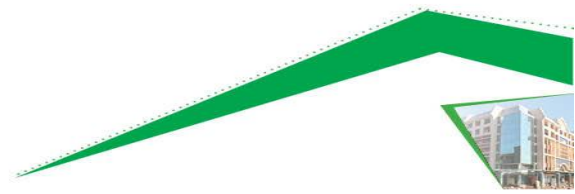


Failure to provide particulars within the period stated

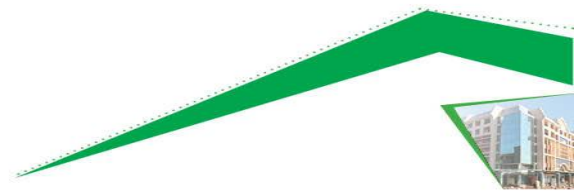
Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorized amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
Option B	<p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p>

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations



C1.3 CIDB ADJUDICATOR'S AGREEMENT



This agreement is made on the day of between:
..... (name of company / organization) of
.....
..... (address) and (name of company /
organization) 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 authorized to sign for and
on behalf of the first Party in the
presence of

SIGNED by: _____
Name: _____
who warrants that he / she is
duly authorized to sign for and
on behalf of the second Party in
the presence of

SIGNED by: _____
Name: _____
the Adjudicator in the presence
of

Witness _____
Name: _____
Address: _____

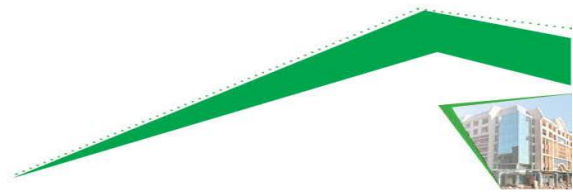
Witness: _____
Name _____
Address: _____

Witness: _____
Name: _____
Address: _____

Date: _____

Date: _____

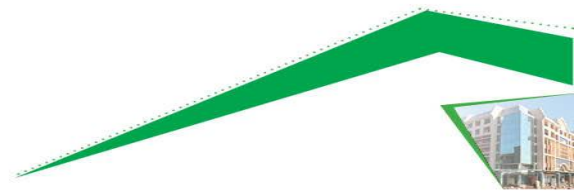
Date: _____



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. € Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. € 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 in 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.

* Delete as necessary



PART C2: PRICING DATA

C2.1 Pricing Instructions

C2.2 Pricing Schedule



PART C2.1: PRICING INSTRUCTIONS



C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
 - c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the JBCC Edition 6.2 of 2018 with amendments from JBCC Edition 4.1, prepared by the Joint Building Contracts Committee, The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the [preliminaries for the use of JBCC Edition 6.2– May 2018](#). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document “Construction Works: Specifications: General Specification (PW371-A) Edition 2.0” is obtainable on the Department's website (<http://www.publicworks.gov.za/> under “Consultants Guidelines”), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document “Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0” is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document
- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.





- 11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.
- 13 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related
- 15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 16 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.
17. The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract. (Currently R 23.19 for each ordinary hour worked).

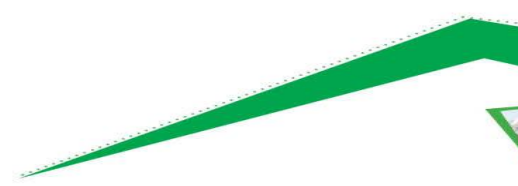


C2.2 PRICING SCHEDULE

PROJECT: RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING

The proposal from the service provider shall be deemed to be full compensation for the work as specified. The offer includes construction, the health and safety plan, the supply of all materials, labour, supervision, tools, equipment, services and deliverables necessary to carry out and complete related works as specified below.

Further, the offer includes all transport, advertising, accommodation, safety, security, quality control, overheads, profit, risks, printing and escalation and incidental costs incurred for the successful completion of the work.



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION





OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENTAL SPECIFICATION

PROJECT DESCRIPTION:

.....

.....

.....

Prepared by: T. Mavundla Office No. 317 KD. Matanzima Building Mthatha 5099 Tel: 047 505 2808 Email: thembikosi.mavundla@ecdpc.gov.za	PRINCIPAL CONTRACTOR:	
	CEO (16.1 APPOINTEE):	
	TELEPHONE NUMBER:	
	FAX NUMBER	
	E-MAIL ADDRESS:	
	SIGNATURE:	





General Notification

This document forms an integral part of the Contract Specification and, in particular, shall constitute the Client's (DPWI) Occupational Health, Safety & Environmental (SHE) Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993). The Specification shall furthermore be applied for the management of Mandatories performing activities for or on behalf of Department of Public Works & Infrastructure (DPWI), irrespective whether the contract work constitutes construction work or not.

Acknowledgements

This Occupational Health, Safety & Environmental (SHE) Specification was developed by the internal OHS Official for the sole use by Department of Public Works & Infrastructure (DPWI). The issue date of this SHE Specification is **17 August 2022**.





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ABBREVIATIONS

Abbreviation	Description
CR	Construction Regulations
COLD	Compensation for Occupational Injuries and Diseases
DoL	Department of Labour
GAR	General Administrative Regulations
GSR	General Safety Regulations
HCS	Hazardous Chemical Substances
HIRA	Hazard Identification and Risk Assessment
DPWI	Department of Public Works & Infrastructure
MSDS	Material Safety Data Sheet
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
SANS	South African National Standards
SABS	South African Bureau Standard





SHE	Safety, Health & Environment
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DEFINITIONS

Word/Phrase	Definition
WCL 1”, “WCL 2” and “WCL 22”	Means the prescribed forms for reporting of incidents and occupational diseases referred to in the Compensation for Occupational Injuries and Diseases Act.
Competent Person	A person who has in respect of the work or task to be performed the required knowledge, training, experience and, where applicable, qualifications specific to that work or task: provided that where appropriate, qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, (Act 67 of 2000).
Construction work	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 b) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work
Contractor	Any organization, person, entity performing activities for or on behalf of DPWI
Corrective Action	Action to eliminate the cause of a detected nonconformity or other undesirable situation.
Employee	Any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.
Employer	Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section 1 (1) of the Labour Relations Act, 1956 (Act No. 28 of 1956).
Hazard	Means 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.
Incident	Means an incident as contemplated in section 24 (1) of the OHS Act 85 of 1993.
Machinery	means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.
Mandatory	Includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or a user.
Medical surveillance	Means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.
Method Statement	A document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.
Principal Contractor	Any employer who performs work and is appointed by the Client to be in overall control and management of the contract work (inclusive of Mandatories).
SHE File	A file or other record in permanent form, containing the information required as contemplated in the S.H.E Specification Document and legal requirements applicable to work activities.
SHE Plan	A documented plan which seeks to address all hazards identified means and ways to control and eliminate such to ensure compliance to the S.H.E Specification.





1. INTRODUCTION

In terms of Section 37 of the Occupational Health and Safety Act (Act no. 85 of 1993), Department of Public Works & Infrastructure is required to control persons/organizations conducting activities for or on their behalf (Mandatories) and the Construction Regulations promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), is requiring DPWI to compile an occupational health and safety specification for any intended project classified as construction work and to provide the specification to prospective tenderers/Mandatories.

The dual objective of this specification is to ensure that the Mandatories and Principal Contractors (herein after called Principal Contractor (including Mandatories)) entering into a contractual agreement/relationship with Department of Public Works & Infrastructure achieves and maintains an acceptable level of occupational health, safety and environmental performance whilst conducting activities to perform the contract work.

This document forms an integral part of the Contract Specification and, in particular, shall be the Occupational Health, Safety and Environmental (SHE) Specification for Construction Work. The principal and other contractors shall ensure that this specification is included with any contract/s that they may have with other contractors and/or suppliers that are engaged for the provision of labour, goods or services for this project. The Principal Contractor and its Contractors shall furthermore implement any reasonable practicable means to ensure compliance to this Occupational Health, Safety and Environmental (SHE) Specification and any other applicable legislation on their organization and/or activities performed by or for them. This SHE Specification will be read in conjunction, where issued and applicable, with the Environmental Specification issued for listed activities requiring environmental authorization by a relevant authority.

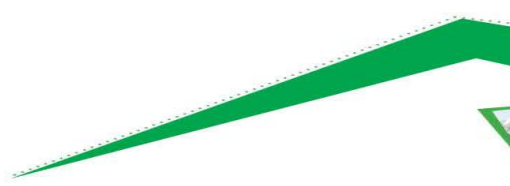
Compliance with this SHE specification does not absolve the Principal Contractor from complying with any other applicable minimum legal requirement and the Principal Contractor remains responsible for the sustainable integrity of the environment and the health and safety of its employees, mandatories as well as any persons affected by activities conducted for or on behalf of Department of Public Works & Infrastructure.

1.1. DPWI's commitment to Occupational Health, Safety & Environmental (SHE) Management

Department of Public Works & Infrastructure is committed to responsible occupational health, safety and environmental management. This commitment is essential to protect the environment, employees, Mandatories, visitors and provide a work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

- Ensuring that decisions and practices affecting occupational health, safety and environmental performance are consistent with the issued SHE specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health, safety and environmental control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health, safety and environmental management processes, strategies and control measures with all levels of employees, contractor and/or visitors;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;
- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this SHE Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.





1.2. Scope of the Occupational Health, Safety and Environmental (SHE) Specification

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

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

In particular, Department of Public Works & Infrastructure will ensure that it shall not appoint any Principal Contractor unless it is reasonably satisfied that the contractor which it intends to appoint has the necessary competencies and resources to carry out the work safely.

1.3. Omissions from SHE Specification

Where any omission from the SHE Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to Department of Public Works & Infrastructure on compliance to the applicable legal requirements related to the activity/task/or process.

1.4. Change Management

Whenever Department of Public Works & Infrastructure identifies the need to change or review the SHE Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes/revisions will be calculated through a collaborative processes between Department of Public Works & Infrastructure and the Principal Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes/revisions and ensure implementation within the SHE Plan/File framework.

2. OVERVIEW OF CONTRACTOR MANAGEMENT PROCESS

- The contractor management process consists of the following phases:
 - Tender briefing and tender documentation;
 - Competency evaluation of Principal Contractors (integrated into Supply Chain Management processes);
 - Appointed contractor to attend SHE system induction;
 - Preparation of SHE File by Principal Contractor;
 - Evaluation of SHE File;
 - Principal Contractor engagement phase;
 - Project close-out and submission of consolidated Health & Safety File.

3. SHE DOCUMENTATION

3.1. Safety file

The Principal Contractor will prepare a SHE File containing the processes/procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted SHE File.

At a minimum the SHE File will contain the following documentation:

- Notification of construction work to the relevant Department of Labour (stamped on each page/no faxed copies);
- Scope of work to be performed;
- Personnel list (Principal Contractor employees);
- OH&S / SHE Policy and other Policies;
- Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations; COID Act.





- Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
- SHE Plan agreed with Department of Public Works & Infrastructure.
- Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
- Demolition Methodology
- A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
- All written designations and appointments for project scope of work (CV and competency copies);
- Management structure (inclusive of OH&S responsibility & meeting structure);
- Induction training and site SHE rules;
- Occupational health and safety training matrix /plan;
- Arrangements with contractors and/or mandatories;
- Description of security measures;
- The following registers (as applicable to contract scope of work):
 - Accident and/or incident notifications, investigation & control register;
 - Occupational health and safety representatives inspection register;
 - Toolbox talks pro-forma;
 - Fall protection inspections template;
 - First-aid box content template;
 - Record of first-aid treatment template;
 - Fire equipment inspection and maintenance template;
 - Ladder inspection template;
 - Machine safety inspections template (including machine guards, lock-outs etcetera);
 - Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
 - Inspection templates of scaffolding;
 - Inspections templates of structures;
 - Templates of issuing of Personal Protective Equipment;
 - Monthly reporting and recording of statistics templates;
 - Keeping of any other record in terms of applicable legislation falling within the scope of SHE Legislation applicable to the project and the Principal Contractor/Contractor's activities and organization.
- Emergency preparedness and response programmes;
- Medical examination tests
- Covid-19 Management Plan

3.2. Principal contractor appointment

- The principal contractor will be appointed in terms of Construction Regulations 2014, Reg 5(1) k
- All responsibilities imposed on the contractor by the Regulations will be applicable
- The duties will include:
 - a) Prepare a site specific SHE file based on client SHE specification and project scope.
 - b) Have an updated Letter of Good standing.
 - c) Ensure the necessary legal appointment letters are compiled and signed by affected parties.
 - d) Ensure SHE file submitted before work commences to DPWI for evaluation and approval.
 - e) Must ensure an organizational medical programme for its employees is in place. This must address pre-employment, periodic examination, and exit examinations.
 - f) Ensure all employees undergo medical examination and are declared fit for the job they are employed for by a Medical Practitioner.
 - g) All employees undergo his control undergo company specific induction and DPWI induction.
 - h) Ensure before work commences employees are trained on the health and safety risks associated with the work they are conducting.
 - i) Ensure employees are trained on company procedures, policies, method statements and informed of the DPWI SHE requirements as per the specification.





- j) Ensure legislative requirements are complied with during the duration of the contract and ensure that their employees comply also.
- k) Sign the 37 (2) Agreement between DPWI and themselves before any work commences and kept on their SHE file.
- l) Ensure that 37(2) Agreement(s) are signed between themselves and their sub-contractors.
- m) Ensure that sub-contractors have valid Compensation Commissioner Letter of Good Standing.
- n) Have a disciplinary procedure to address those found to be transgressing requirements of SHE specification, SHE plan, site rules or any other OHS act and its Regulation requirement.
- o) Prevent any employee or visitor who is under the influence of any alcohol or drugs (in state of intoxication) from being allowed to site.
- p) Ensure the safety of employees who are taking legal medication.
- q) Must hand over a consolidated SHE file at the end of the contract.
- r) Stop his/her employees who are doing unsafe acts or who are creating an unsafe environment.
- s) Investigate all incidents and report to DPWI and ensure all reportable incidents as per the legislative requirement are complied with.
- t) Ensure work is supervised by competent personnel and that work is done by competent employees.
- u) Ensure pre-task risk assessment is done by a competent person and that employees are informed of the pre-task risks and the risk control measures.
- v) Ensure tool box talks are conducted to communicate SHE issues in connection to the work being done and any other aspects.
- w) Ensure that appointed personnel as per the SHE file are executing their duties as per the legal appointment.
- x) Ensure first aid kit is made available in case of any emergency.
- y) Ensure that housekeeping is maintained in good condition and that materials are store/stacked properly in designated areas.
- z) Have sufficient waste receptacles and ensure the correct disposal of the different wastes.
- aa) Proof of hazardous waste disposal to be requested from disposal site and to be kept inside SHE file.
- bb) Take reasonable steps to ensure that each appointed sub-contractor health and safety plan is implemented and maintained on the site and SHE File documentation is up to date.
- cc) Stop any work from being executed which is not in accordance with the client's health and safety specification and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.
- dd) Must maintain an up to date list of all the sub-contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and
- ee) Ensure that all his or her employees have a valid medical certificate of fitness.

3.3. Agreement with Mandatory (37.2)

- DPWI will enter into a 37(2) Agreement with all the appointed contractors
- A copy of the 37(2) Agreement must be kept in the SHE file of the contractor at all times.
- It is the responsibility of the contractor to ensure that there are 37(2) agreements between themselves and all their appointed sub-contractors.

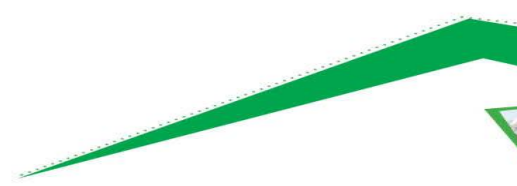
3.4. Safety, Health & Environmental Plan

- The contractor shall prepare a SHE plan to address and manage all applicable sources of risk that are identified during the execution of the project. The SHE plan shall incorporate the requirements as listed in the SHE specification.
- A copy of the SHE plan shall be submitted together with SHE file for review and approval.
- It is the contractor responsibility to ensure they sub-contractor compiles a SHE plan that in line with the SHE specification requirement of DPWI.

3.5. Legislative Framework

All contractors shall comply with legislation pertaining to this contract, including but not limited to:





- Constitution of the Republic of South Africa
- Occupational Health and Safety Act and its associated Regulations
- National Environmental Management Framework Legislation
- National Road Traffic Act
- Applicable South African National Standards (SANS)
- Compensation of Occupational Injuries and Diseases Act (COID)
- Local Government by-laws and provincial ordinances

3.6. SHE Policy

A SHE policy is a statement of intent and a commitment by the organization Chief Executive or Managing Director (OHS Act 16(1) appointee) in relation to requirements applicable to their Safety, Health and Environmental legal obligation, relevant SHE roles and responsibilities, and contractual obligations to the Client.

- The contractor and their sub-contractor companies shall each have a documented SHE Policy authorized by their Chief Executive/Managing Director (OHS Act Section 16 (1) Appointee). The SHE Policy must meet the following minimum requirements;
- Organizational Mission and Goal.
- State the overall SHE objectives within the project.
- Show commitment to the prevention of injuries and ill-health.
- Show commitment to the protection of environment and the conservation of natural resources.
- Must be reviewed at predetermined intervals, or when there is change in work process, serious incident occurs.
- The SHE Policy must be in line with OHSAS 18001 and ISO 14001 requirements and guidance documentation.
- Must be authorized by contractor CEO.
- 2.7 Appointments and competencies
- The contractor and its appointed sub-contractor must make the relevant legislative and non-statutory appointments, which must be maintained valid for the entire contract duration.
- All appointees shall be suitably trained and certified competent for the responsibilities they are assigned for.
- Copies of all relevant appointments and the relevant competence certificates must be kept in the relevant SHE file.

3.7.8 Supervision of Construction Work

- The principal contractor shall ensure that the construction manager and construction health and safety officer are appointed for a single site on a full time basis.
- DPWI should be informed in writing of the absence of the above-mentioned on site.

3.8. Insurances

- The principal contractor and all his appointed contractors shall be registered with an appropriate compensation commissioner and have available a valid letter of good standing at all times.
- The obligation lies with the contractor to ensure that the Letter of Good Standing remains valid throughout the entire duration of the project.
- A copy of the said letter must be filed in all SHE files and made available during inspections and audits.

3.9. Costing for SHE





The contractor is responsible for ensuring that SHE costing is taken into consideration for the entire project/contract as this will ensure they comply with the SHE legislative requirements.

3.11. Notification of construction work

- The Principal Contractor shall, before carrying out any work, notify the relevant Department of Labour of the intention to carry out construction work and use the form (Annexure 2 in the Construction Regulations 2014) for this purpose.
- Only a certified copy stamped (each page) by the Department of Labour will be acceptable. No faxed or emailed notifications will be accepted.
- No work shall commence before the Principal Contractor has submitted notification of construction work to the relevant Department of Labour.
- Department of Public Works & Infrastructure will not approve the SHE File if no original stamped/certified copy of the notification of construction work has been done.

3.14. ORGANISATIONAL STRUCTURE

- The contractor shall develop and submit together with SHE file an organizational organogram related to the contractor, listing all the levels of responsibility from the Chief Executive down to the supervisor(s) responsible for the project.
- The organogram diagram must list all relevant positions, names of appointees and legal appointments.
- The contractor is responsible for updating the organogram timeously when there are changes to the appointments.
- All appointed sub-contractors are also required to compile their own organograms.

4. COMMITMENT TO SHE MANAGEMENT

- Visible commitment is essential to providing a safe working environment.
- Managers, supervisors and employees at all levels must demonstrate their commitment by being proactively involved in the day to day SHE operations.
- Legislation requires that each employee takes reasonable care of themselves and their fellow workers

5. HAZARD IDENTIFICATION AND RISK ASSESSMENT (HIRA)

Annexure 1: List of possible hazards emanating from projects and activities conducted for or on behalf of DPWI includes an assessment of site specific health and safety hazards and risks and environmental aspects and impacts that have been identified by DPWI as possibly applicable to the contract work for this project. It is by no means exhaustive and is offered as assistance to the tenderers and contractors.

5.1. Development of risk assessments

Every Contractor performing construction work shall, before the commencement of any construction work or work associated with the construction work, and during construction work, ensure that a risk assessment is undertaken by a competent person, appointed in writing, and the risk assessment shall form part of the SHE plan to be applied on the site. Risk assessments shall identify occupational health and safety hazards and risks and environmental aspects and impacts emanating from the activity to be performed by the Principal Contractor / Contractor.

The risk assessment (inclusive of impact assessment) shall include (at a minimum):

- Identification of the relevant DPWI Project with regard to SCMU Number, Project name and area;
- Date on which risk assessments were conducted / reviewed;
- The identification of the risks / hazards and aspects / impacts to which persons may be exposed to per activity;
- The analysis and evaluation of the risks / hazards and aspects / impacts identified;
- Existing control measures and proposed corrective measures;
- A plan to review the risk assessments as the work progresses and changes are introduced;
- Identification of significant risks (e.g. high; exceeding 75%);





- A documented plan of Safe Working Procedures (SWP)', and its relevance to the risk assessment, inclusive of method statements, to mitigate, reduce or control the risks and hazards that have been identified;
- A plan to monitor the application of the Safe Working Procedures (SWP);
- Signature of appointed competent person conducting risk assessment; and
- Signature of approval by Principal Contractor management and employees involved in risk assessment.

Based on the risk assessments, the Principal Contractor must develop a set of site-specific occupational SHE rules that will be applied to regulate the health, safety and environmental hazards/aspects of the construction work. The risk assessments, together with the site-specific occupational health and safety rules, must be submitted to DPWI before mobilisation on site commences. These will be included in the SHE plan. The Contractor shall ensure through his risk management process the hierarchy of controls stipulated as follows, are implemented:

- **Eliminate** - The complete elimination of the hazard.
- **Substitute** - Replacing the material or process with a less hazardous one.
- **Redesign** - Redesign the equipment or work process.
- **Separate** - Isolating the hazard by guarding or enclosing it.
- **Administrate** - Providing control such as training, procedures etc.
- **Personal Protective Equipment (PPE)** - Use of appropriate and properly fitted PPE where other controls are not practical. **(PPE as the last resort)**

The Principal Contractor will be required to carry out the following three forms of risk assessment:

- Baseline risk assessment;
- Issue based risk assessment;
- Continuous risk assessments.

6. SAFE WORK PROCEDURES/METHOD STATEMENTS

Method statements or written safe work procedures shall be documented for all high risk activities:

- Design change or scope change/addition
- Change in job or task
- Introduction of new machinery, equipment or substance.

Method statements or written safe work procedures shall identify following:

- Tasks that are to be undertaken
- The hazards and associated risks of the task(s)
- The control measures for the task(s)
- The equipment and substances that are associated with task(s)
- Any training or qualification needed to do the task
- Personal protective equipment to be worn.

7. INCIDENT & ACCIDENT MANAGEMENT

7.1. Reporting of accidents and incidents

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he:

- Dies
- Becomes unconscious
- Loses a limb or part of a limb
- Is 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 continue with the activity for which he was usually employed

Or where -





- A major incident occurred
- The health or safety of any person was endangered
- Where a dangerous substance was spilled
- The uncontrolled release of any substance under pressure took place
- Machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- Machinery ran out of control

to DPWI within two days and to the Provincial Director of the Department of Labour within seven days from date of incident (Section 24 of the Occupational Health and Safety Act (Act no. 85 of 1993) and General Administrative Regulations), except that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both DPWI and the Provincial Director of the Department of Labour forthwith by telephone, telefax or e-mail.

- All other reports required by this specification must also be completed. Reporting of accidents / incidents to DPWI will be on the prescribed format.
- The Principal Contractor is required to provide DPWI with copies of all statutory reports required in terms of the Occupational Health and Safety Act (Act no. 85 of 1993) within 7 days of the incident occurring.
- The Principal Contractor is required to provide DPWI with copies of all internal and external accident/incident investigation reports, within 7 days of the incident occurring.

7.2. Accident and incident investigation

- The Principal Contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that they had to receive medical treatment other than first aid.
- The results of the investigation are to be entered into the accident and/or incident register. The Principal Contractor is responsible for the investigation of all incidents, including those described in Section 24 (1) (b) and (c) of the Occupational Health and Safety Act (Act no. 85 of 1993) and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- The Principal Contractor is responsible for the investigation of all road traffic accidents, related to the construction activities, and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- DPWI reserves the right to hold its own investigation into an incident or call for an independent external investigation.

7.3 Close-out

- All incident investigation reports will be closed out once all the recommendations to prevent further incidents have been implemented.
- A copy of the investigation report must be handed to DPWI Safety Officer conducting the investigation.

8. MEDICAL SURVEILLANCE

- The Principal Contractor shall ensure that a medical surveillance programme is implemented for all employees.
- An initial health evaluation shall be carried out by an occupational health practitioner immediately, before or within 14 days after a person commences employment, where any exposure exists or may exist, which comprises:
 - an evaluation of the employees medical and occupational history;
 - a physical examination; and
 - any other essential examination which in the opinion of the occupational health practitioner is desirable in order to enable the practitioner to do a proper evaluation.





- Medical surveillance and immunisation shall be done accredited at/or by institutions or occupational health personnel, including, but not limited to:
 - Audiograms; cardio-respiratory examination / Lung function test; Chest X-rays; Eye/ sight tests.; a general physical examination; A review of previous medical history; Glucose levels; blood pressure.
- An entry medical certificate shall be obtained for all workers prior to commencing with site activities from approved medical institution. Copies of all medical certificates shall be retained in the SHE File prior to site establishment and before an employee is allowed to come onto site.
- Specific attention shall be given to the physical and psychological fitness of people who will be required to work in elevated positions and operators of mobile machinery.
- An exit medical certificate shall be obtained for all workers at the end of the contract and for all workers who leave the employment of the Contractor before the end of the Project. Copies of all exit medical certificates shall be submitted to the DPWI Project Specialist or Appointed OHS Agent.

9. EMERGENCY MANAGEMENT

The Principal Contractor must appoint a competent person to act as emergency controller and/or coordinator.

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

In the event where a contractor incorporates the services of a 3rd party service provider for the provision of Emergency Response Services, the following criteria must be met:

- Identification of 3rd party emergency response services (organization & contact details);
- Notification of contractor to 3rd party emergency response service of incorporation of services into contractor's emergency response plan (written agreement/signed letter).

The Principal Contractor and the other contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

First-aid

- The Principal Contractor must provide first-aid equipment (including a stretcher) and have qualified first-aiders on site as required by General Safety Regulations promulgated in terms of the Occupational Health and Safety Act (Act no. 85 of 1993).
- The contingency plan of the Principal Contractor must include arrangements for the speedy and timeous transporting of injured and/or ill person(s) to a medical facility or of getting emergency medical aid to person(s) who may require it.
- The Principal Contractor must have written arrangements in place with his other contractors regarding the responsibility of the other contractors towards their own injured and/or ill employees.

10. SAFETY, HEALTH & ENVIRONMENT TRAINING

All employees in jobs requiring training in terms of the Occupational Health and Safety Act (Act no 85 of 1993) and any other applicable legislative requirements are to be in possession of valid proof of training. Other occupational health, safety and environmental training requirements of the Occupational Health and Safety Act (Act no 85 of 1993) and Construction Regulations can include:

- General induction;
- Site and job specific induction, including visitors;
- Occupational health and safety representatives;
- Training of the legal and nominated appointees;
- Operators and drivers of construction vehicles and mobile plant;
- Basic fire prevention and protection;
- Basic first-aid;





- Storekeeping methods and safe stacking; and
- Emergency planning and coordination
- Incident investigation
- Risk Assessment
- Planned job observations (supervisors)

All operators, drivers and users of construction vehicles, mobile plant and other equipment are to be in possession of valid proof of training and, where applicable, valid licenses.

10.1. General Job training

The contractor is required to ensure that before an employee commences work their direct supervisor or line manager who is responsible for the employee has informed the employees of his scope of authority, hazards and risks associated with the work to be performed as well as the safety control measure(s). This will involve discussion in connection with any work standard, job description or company policy or procedure.

10.2 Awareness and promotion

The Principal Contractor is required to have a promotion and awareness programme in place to create an occupational health and safety culture within employees. The following are some of the methods that may be used:

- Toolbox talks;
- Posters;
- Videos;
- Competitions;
- Suggestion schemes;
- Participative employee activities such as “occupational health and safety circles”.

The Principal Contractor is, at a minimum, required to provide awareness programmes to employees on the following:

- General Health and Safety Awareness
- Environmental Awareness;
- HIV / AIDS awareness.

10.3 General competence requirement

The Principal Contractor shall ensure that his personnel and other contractors' personnel are trained and competent to carry out work safely and without risk to health has been completed before work commences.

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the work progresses and whenever the scope or nature of the work changes.

Where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.

It is the responsibility of the Contractor to determine whether any appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act.

Records of all training must be kept in the SHE File. The contents of the file will be audited from time to time.

At a minimum, the Principal Contractor will provide training on Safe Work Procedures / Safe Operating Standards to personnel responsible for performing the related task.

Records of training on Safe Work Procedures / Safe Operating Standards will be retained.

Competence and skill levels by the employees responsible for performing the task on the implementation of the Safe Work Procedures / Safe Operating Standards will be measured through Planned Job Observations.

10.4 Site-specific induction training

The Principal Contractor will be required to develop a project specific induction-training course based on the baseline risk assessment for the contract work.

He will ensure that all his employees and other contractors and their employees have received training on the submitted induction-training programme.

All employees of the principal and other contractors are to be in possession of proof (on person) that they have attended a site-specific occupational health and safety induction-training course.





No contractor shall allow or permit any employee, visitor or any other person to enter the site, unless such employee or person has undergone health, safety and environmental induction training pertaining to the hazards prevalent on the site at the time of entry.

Where the Principal Contractor is required to operate within DPWI the Principal Contractor will ensure that all employees undergo the DPWI induction.

11. PPE REQUIREMENTS

- The Principal Contractor is required to continuously identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.
- The Principal Contractor will establish a Personal Protective Equipment Policy and a Personal Protective Equipment study will be conducted to determine the types of Personal Protective Equipment (PPE) to be supplied related to the hazards and risks emanating from the tasks.
- Cognisance shall be given to the gender of individuals required to where PPE; size required by the employee and size issued.
- Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.
- Where it is not possible to create an absolutely safe and healthy workplace the Principal Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.
- It is a further requirement that the Principal Contractor maintains the equipment, instructs and trains the employees in the use of the equipment and ensures that the employees use the prescribed equipment.
- Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear the prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed. An alternative solution has to be found that may include relocating the employee.
- The Principal Contractor may not charge any fee for protective equipment prescribed by him but may charge for equipment under the following conditions:
 - Where the employee requests additional issue in excess of what is prescribed;
 - Where the employee has patently abused or neglected the equipment leading to early failure; and
 - Where the employee has lost the equipment.
 - All employees shall, as a minimum, be required to wear the following personal protective equipment on any DPWI's projects:
 - Protective overalls;
 - Protective footwear;
 - Protective headwear; and
 - Eye, face and ear protection.
 - **NO SHORTS OR DRESSES WILL BE ALLOWED ON SITE!!!**

All Personal Protective Equipment will clearly display the branding components of the Principal Contractor's organization (e.g. Name of Organization, logo).

12. DISCIPLINARY PROCESSES

- The contractor is required to implement disciplinary process in order to enforce compliance with requirements.
- All sub-contractors are required to have the same.





13. SITE RULES

- The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.
- When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

14. PUBLIC HEALTH AND SAFETY

The Principal Contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason;
- The surrounding community; and
- Passers-by the site.
- The Principal Contractor shall organize the site in such a manner that pedestrians and vehicles can move safely and without risks to health, including sufficient and suitable traffic routes and safe walkways with relevant signage.
- Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times.
- All non-employees entering the site must receive induction into the hazards and risks of the site and the control measures to be observed.
- The Principal Contractor shall recognize that the Community Liaison Officer (CLO) is the link between DPWI and the community and provide all reasonable support to the Community Liaison Officer to ensure relevant responsibilities are fulfilled and positive relationships with the community are maintained.
- Where activities are performed close to public routes, the Principal Contractor will establish a traffic management plan incorporating the requirements of relevant by-laws. At a minimum, barricading, warning signage and flagmen will be provided to ensure the protection of workers from vehicles in transit. Where required, the Principal Contractor will interact with the local traffic department to establish minimum requirements to be implemented on public routes.

15. REFUSAL TO WORK

- Section 14 of the OHS Act states that employees shall carry out any lawful orders given to them, suggesting that they have the right to refuse to obey any unlawful order or work instruction.
- In terms of legal and DPWI requirements, if an employee has reasonable belief that the work to be carried out is likely to endanger themselves or other persons in any way, he/she has the right to refuse to work.
- An employee may also refuse to work in term of Section 29 of NEMA, if the work would result in imminent and serious threat to the environment.
- All contractors shall ensure that their employees are conversant with hazards associated with their work and work environment, and be aware of the precautionary measures to take.
- The contractor must ensure that all refusals to work are investigated promptly and resolved timeously.

16. SECURITY

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, amongst other, include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor shall:





- Provide a guardhouse for security personnel. The guardhouse should be in good condition and at-least meet minimum requirements as per Environmental Regulations for Workplaces as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993).
- Supply an access card containing the name, surname, employee number and photograph for all appointed employees (full or part time) for the site.
- Ensure that no person enters the construction site without wearing the necessary Personal Protective Equipment (PPE).
- Ensure that no children are allowed on the construction site.
- Ensure that no family members are sleeping over on the construction site.
- Ensure that no pets are allowed on the construction site.
- No firearms are allowed on site.

17. ACCOMMODATION ON SITE

No employees shall be accommodated on site.

18. WELFARE FACILITIES

The provision of toilets for each sex is required in terms of the National Building Regulations and Construction Regulation 28. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers. The Principal Contractor shall provide flushing toilets on the construction premises.

- At least cold-water showers for each sex have to be provided at a ratio of 1 shower per 15 workers.
- Some form of screened off changing facility must be provided separately for each sex.
- Some form of eating facility sheltered from the sun, wind and rain must be provided.
- The employer needs to provide his employees with the following:
 - Potable water for drinking;
 - Water and soap for hand washing
 - Toilet paper

19. COMPLIANCE MONITORING

19.1 Inspections

- Contractors will be inspected at least once per week by the DPWI Project Inspectors.
- Feedback of the inspections will be issued immediately on work instructions, and a formal report sent within 7 days of conducting the inspection to all relevant stakeholders.
- DPWI reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary.
- This may include, amongst other measures, site safety walks. Corrective actions will be identified by DPWI the Principal Contractor's representative and implemented by the Principal Contractor (at no cost to DPWI) to ensure SHE Performance improvement.

19.2 Monthly audits

- Monthly audits will be conducted within periods not exceeding 30 days.
- The Principal Contractor is to conduct his own monthly internal audits and inspections to verify compliance with his own occupational health and safety plan and management system as well as compliance with the requirements of the DPWI SHE Specification.
- The Principal Contractor will also assess and inspect the compliance of other contractors under its control. Management members of the Principal Contractor will be involved in the internal assessments and inspections.

19.3 Monthly compliance rating

A monthly compliance rating will be calculated for each Principal Contractor as per a formula determined by DPWI focussing on or incorporating outcomes of assurance (e.g. monthly audit), operational (e.g. behavioral based safety inspection) assessments and other requirements, as necessary. DPWI reserves the right to adjust the monthly





compliance calculation formula as and when required – each revision of the monthly compliance calculation formula will be communicated to the Principal Contractor before implementation.

20. WORK STOPPAGES

There will be two (2) types of work stoppages to be implemented:

- Overall work stoppage – the Principal Contractor and its Contractors are not allowed to continue with any type of construction / site work up until the work stoppage has been closed-out;
- Activity work stoppage – The Principal Contractor and its Contractors are not allowed to continue with the specific activity / task / job up until the work stoppage has been closed-out.

Overall Work Stoppages Will be Issued Where Non-Conformances are Identified Against the Criteria in the Following:

1. NOTIFICATION OF CONSTRUCTION WORK

- Local Department of Labour not notified of construction work before commencement of construction activities
- Notification of construction work not stamped by local Department of Labour (no fax copies)
- Copy of notification of construction work not available on site

2. PROOF OF REGISTRATION WITH COMPENSATION COMMISSIONER

- Proof of registration with Compensation Commissioner or other insurer not available
- Registration with Compensation Commissioner or other insurer not valid and up-to-date

3. POLICY COMMITMENT & SHE SPECIFICATION

- SHE Plan not compiled, approved by contractor management and available on site 4 SECTION 37(2) AGREEMENT
- Signed section 37(2) Agreement not signed and available on site 5 RISK ASSESSMENTS
- Risk assessments not developed/ not applicable to scope of work issued by Client

4. CONSTRUCTION MANAGER

- No construction manager appointed / on site / Construction Manager not full time on site
- Appointed construction manager does not meet requirements

5. SITE SAFETY OFFICER

- No safety officer appointed/ available on site
- Safety officer does not meet requirements

6. SHE FILE

- No file on site

NB: Activity work stoppages will be issued where non-conformance are identified per activity where the health and safety of employees or the public is compromised.

21. OPERATIONAL REQUIREMENTS

21.1. BARRICADING

- Barricading plans are to be presented by the Principal Contractor for any major operations involving site works for approval by DPWI. Where areas are unsafe, they should be enclosed with barricading, e.g. are people working overhead, welding splatter etc.
- Where there is a risk of injury, the area should be barricaded off with secure solid barricades.
- Barricading for the prevention of access into areas with a potential risk of injury shall as a minimum be constructed of a handrail, knee-rail and appropriately supported as to prevent any person from falling into the restricted/risk area.
- Appropriate signage shall be affixed to the barricade indicating the risk associated (i.e. deep excavation, lifting operations etc.) and the responsible Supervisor and contact details shall be displayed. All barricading shall



have a “No Entry” signs on all sides and at each change of direction. Signage shall be placed at 20 m intervals where lengths exceed. All signage shall be a minimum size of 290 mm x 290 mm.

- **Danger tape shall not be utilised to prevent personnel from entering into areas.**
- Where no risk exists of injury to personnel such as stacking and storage areas, the use of wire for hand and knee rails netting shall be acceptable to demarcate the area.
- All barricades will have a dedicated entrance where it is required that personnel enter the areas.
- Appropriate signage shall be placed at the entrance indicating which Contractor has right of entry.
- It is the Contractor’s responsibility to remove all redundant barricades directly after use. The Contractor’s Safety Officers will maintain a marked-up site plan indicating where barricades are erected.
- It will be a requirement that the contractor protects employees against contact with exposed rebar and poles by the installation of rebar-caps on all exposed areas where there is a potential that an employee could be injured.

21.2. WORKING AT HEIGHTS

- A pre-emptive risk assessment will be required for any work to be carried out above **two metres** from the ground or any floor level. This work will be classified as “work in elevated positions”.
- As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he is working at ground level.
- Whilst working in this position he shall be wearing a single belt with lanyard to prevent the person falling from the platform, ladder or other device.
- This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length and strength that the person will not be able to move over the edge.
- Alternatively, any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with suitable guard rails at two different heights as prescribed in the relevant South African National Standard for the design, erection, use and inspection of access scaffolding.
- Where the requirement in the paragraph above is not practicable, the person will be provided with a full body harness that will be worn at all times and shall be attached above the wearer’s head at all times.
- The lanyard must be fitted with a shock-absorbing device or the person must be attached to a fall arrest system (anchorage connector; body wear; and connecting device) approved by DPWI.
- Where the requirements in the paragraph above are not practicable, a suitable catch net must be erected.
- Employees working in elevated positions must be trained to work without risk to their health and safety or to the health and safety of others and be declared medically and psychologically fit to perform work at elevated positions.
- Where work on roofs is carried out, the risk assessment must take into account the possibility of persons falling through fragile material, i.e. skylights and openings in the roof.
- Access scaffolding must be erected, used and maintained safely in accordance with Construction Regulations and relevant SA Bureau of Standards Code of Practice.
- Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. Sufficient material must be available to erect the scaffolding properly.
- Scaffolding must only be erected, altered or dismantled by persons who have adequate training and experience and are competent in this type of work and under the continuous supervision of such a person.

201.3. SYMBOLIC SIGNGAGE

Contractors shall use mandatory and prescribed symbolic safety signs at their lay down and site areas. The display of the following signs is mandatory:

- “Radio-Active Material” symbolic signs at radioactive storage areas.
- “Eye Protection” symbolic signs shall be displayed at all grinding machines and at any area where it is mandatory to wear eye protection or where there is danger of an eye injury being sustained.
- “Ear Protection” symbolic signs shall be displayed at all areas where there is a danger of noise induced hearing loss being sustained.
- Every separate room of a workplace shall be consecutively numbered.
- All toilets or urinals shall be marked in a conspicuous place with painted or stencilled letters to indicate the sex for which they are intended.
- The location of every first aid box is to be clearly indicated by means of a sign.
- In any room, cabinet or enclosure where flammable substances are used or stored shall be fixed a suitable and conspicuous sign prohibiting smoking or the use of naked flames in the area.
- At the entrance to premises where machinery is used
- Restricted access on “Authorised Person Only” signs on entry. “No person shall enter the workplace or premises without the permission of the employer or user of the machinery”.
- At every place where machinery is used a notice (English & Pictograms) shall be posted.
- Explosive Power Tool shall have a sign warning people when it is in use.
- Electrical Control Gear. A notice shall be posted so as to warn against the re-closing of a switch of control gear whilst a person is working on such equipment.
- Emergency contact telephone numbers.
- Adequate scaffolding signs. (When applicable).
- Adequate fire-fighting equipment signs.
- Speed limit signs.
- Warning notices at openings through which people may fall.
- Risk based signage depending on the task being performed e.g.:
 - “Men working above”, “Men working below”, “Road closed – detour”, “Excavation in progress”, “No walkway” etc.;
- No-entry signs to incomplete platforms

The Principal Contractor shall install a notification board indicating the following information at the site entrance:

- DPWI project number;
- Principal Contractor identification details (name, telephone number)
- Name and contact details of Construction Supervisor;
- Name and contact details of site safety officer;
- Monthly compliance rating;
- Lost Time Injury Rate;

The Principal Contractor will ensure that information on the notification board is kept up-to-date.

21.4. USE AND STORAGE OF FLAMMABLES

The Principal Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions are taken;
- No flammable material is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation;
- The workplace is effectively ventilated. Where this cannot be achieved:



- Employees must wear suitable respiratory equipment
 - No smoking or other source of ignition is allowed in the area
 - The area is conspicuously demarcated as “flammable”
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place. Sufficient firefighting equipment is installed and fire prevention methods practiced. Proper housekeeping may achieve this;
- Flammables stored in a permanent flammable store are stored so that no fire or explosion is caused.
- Stored in a locked and well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as “Flammable Store – No Smoking or Naked Lights”
- The flammables store to be constructed of two-hour fire retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire retardant fire wall
- Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs
- All electrical switches and fittings to be of a flameproof design
- Any work done with tools in a flammable store or work areas to be of a non-sparking nature
- No Class A combustibles such as paper, cardboard, wood, plastic, straw and the like to be stored together with flammables
- The flammable store to be designed and constructed such that in the event of spillage of liquids the store is able to contain the full quantity + 10% of the liquids stored
- A sign indicating the capacity of the store to be displayed on the door
- Only one day’s quantity of flammable is to be kept in the workplace;
- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas;
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static forces; and
- Welding and other flammable gases to be stored segregated according to the type of gas and empty and full cylinders.

21.5. HAZARDOUS CHEMICAL SUBSTANCES

The Principal Contractor must ensure that:

- Employees receive the necessary information and training to be able to use and store hazardous chemical substances safely;
- Employees obey lawful instructions regarding:
 - The wearing and use of protective equipment
 - The use and storage of hazardous chemical substances
 - The prevention of the release of hazardous chemical substances
 - The wearing of exposure monitoring and measuring equipment
 - The cleaning up and disposal of materials containing hazardous chemical substances
 - Housekeeping, personal hygiene and the protection of the environment
- The risk assessments required in terms of Construction Regulation include employee exposure to hazardous chemical substances and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical substances present or used in the workplace;
- Suppliers provide the necessary information in the form of a material safety data sheet regarding a hazardous chemical substances required to ensure the safe use and storage of that substances;
- An up-to-date list is kept on site of hazardous chemical substances stored and used together with the material safety data sheet of the hazardous chemical substances;





- Hazardous chemical substances containers be clearly marked with the contents and main hazardous category e.g. “Flammable” or “Corrosive” and the reference number of the hazardous chemical substances on the list indicated above;
- Hazardous chemical substances, for example asbestos dust, are not cleared by using compressed air but should be vacuumed;
- No person eats or drinks in a hazardous chemical substances workplace; and
- Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.
- MSDS's to be in 16 point format- available on site

21.6. FIRE PREVENTION AND PROTECTION

The Principal Contractor must ensure that:

- The risk of fire is avoided;
- Sufficient and suitable storage for flammables is provided;
- Sources of ignition are removed wherever flammable or highly combustible material is present in the workplace, for example:
 - Notices prohibiting smoking are displayed and enforced
 - Welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
 - Only spark-free hand and power tools are used
 - No grinding, cutting and shaping of ferrous metals is allowed using electrically driven power tools that produce sparks
 - Flameproof switches and fittings are to be used in the flammable atmosphere
 - Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
 - Adequate ventilation is maintained
 - Adequate and suitable fixed and portable firefighting equipment is provided and maintained in good working order.
 - Maintenance must include:
 - Regular inspection of fire equipment by a competent person appointed in writing and keeping a register
 - Annual inspection and service by an accredited service provider
- All employees are instructed in the use of the firefighting equipment and know how to attempt to extinguish a fire;
- A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;
- Employees are informed regarding emergency evacuation procedures and escape routes;
- Emergency escape routes are kept clear at all times and clearly marked;
- Evacuation assembly points are demarcated;
- Evacuation is practiced to ensure that all persons are evacuated timeously;
- Roll call is held after evacuation to account for all personnel and ensure that no-one has been left behind; and
- A siren or alarm is fitted which is clearly audible to all persons on site.

21.7. STACKING AND STORAGE

The Principal Contractor must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- Adequate storage areas are provided and demarcated;
- The storage areas are kept neat and under control;
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- The items in the lower layers can support the weight exerted by the top layers;





- Cartons and other containers that may become unstable due to wet conditions are kept dry;
- Pallets and containers are in good condition and no material is allowed to spill out;
- The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang;
- The articles that make up a single tier are consistently of the same size, shape and mass;
- Structures for supporting stacks are structurally sound and able to support the mass of the stack;
- No articles are removed from the bottom of the stack first but from the top tier first;
- Anybody climbing onto a stack must do it in a safe manner, taking reasonable safety precautions, and ensuring that the stack is stable and capable of supporting him or her
- Stacks that are in danger of collapsing are broken down and restacked;
- Stability of stacks are not threatened by vehicles or other moving plant and machinery;
- Stacks are built in a header and stretcher fashion and that corners are securely bonded;
- Stacks are stepped back at least half the depth of a single container at least every fifth tier; and
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.
- Laydown area is allocated for Contractor-supplied items.
- At all times, the Contractor shall be responsible for the safe and adequate storage of all materials and equipment on site which he is to install, whether they are supplied by himself or others.
- The safe handling, unloading and loading of material receipts and dispatches at site or storage areas shall be the Contractors' responsibility.

The Contractor shall provide a suitable and adequate lock-up store for the storage of items of equipment and material, which would be damaged or pilfered if stored in the open. The Principal Contractor shall provide all facilities required for weather-proofing, dust proofing or vermin proofing.

The Contractor is responsible for the proper storage and maintenance of all equipment until issue of the Certificate of Practical Completion.

All equipment and materials will be stored on suitable wood poles or pallets which will not protrude more than a meter from any of the stored material. Safe access ways shall be maintained between all stored items preventing employees from having to climb over or under equipment to retrieve the necessary.

21.8. HOUSEKEEPING

The Principal Contractor to ensure that:

- Housekeeping is continuously implemented and maintained;
- Materials and equipment are properly stored;
- Scrap, waste and debris is removed regularly;
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- Waste and debris not to be removed from heights by throwing but rather by chute or crane;
- Where practicable, construction sites are fenced off to prevent entry of unauthorised persons;
- Catch platforms or nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects;
- An unimpeded work space is maintained for every employee;
- Every workplace is kept clean, orderly and free of tools, materials and the like that are not required for the work being done;
- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials;
- The walls and roof of every indoors workplace sound and leak-free; and





- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fenced, boarded over or provided with protection to prevent persons from falling.

21.9. HAND TOOLS

The Principal Contractor must inspect all hand tools before it is brought onto the site.

- As far as possible all hand tools must be numbered and placed on register to be inspected monthly by a person designated to do so.
- Any tools found to be in an unsafe condition must immediately be removed from service and either discarded or rectified.
- No chisels with “mushroomed” heads must be used.
- No hammer shall be used with a cracked or damaged handle.
- All files must be fitted with handles.
- All trolleys, pushcarts, etc. used on site must be identifiable, placed on register and inspected at least once every month.
- Non-sparking tools must be used in areas where the risk of fire or explosion is present.
- No homemade hand tools are allowed on the project.
- All tools shall be attached to a suitable lanyard when utilised in elevated positions

21.10. PORTABLE ELECTRICAL EQUIPMENT

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace for example; drills, saws, grindstones, portable lights, etcetera. Other electrical appliances such as fridges, hotplates, heaters, and etcetera must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment shall be as follows:

- Periodical inspections must be carried out by a competent person appointed in writing;
- Inspection results must be recorded in a register;
- Only competent authorised persons are allowed to use portable electrical tools and equipment; and equipment.

This equipment:

- Must be maintained in good condition at all times to prevent an electrical shock to the user;
- The main power source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and
- All equipment must be fitted with a switch to allow for safe and easy starting and stopping.
 - The following requirements apply to portable lights:
 - Must be fitted with a robust non-hygroscopic non-conducting handle;
 - Live metal parts or parts which may become live must be protected against contact;
 - The lamp must be protected by a strong guard;
 - The cable lead-in must withstand rough handling;
 - Inspections must be undertaken that concentrate on plug, cord, switch and any obvious faults;
 - A register be kept for each piece of equipment with findings of regular inspections undertaken to evaluate the condition of these lights; and
 - When used in wet/damp/metal container conditions, the lamp must be protected.

21.12. LADDERS

The following requirements for ladders will apply:

- All ladders used on the site shall be constructed and used in compliance with the OH&S Act and Regulations.
- Ladders, which provide access to a working platform, shall extend one metre above the platform where it provides access, and shall be secured to prevent slipping.





- Timber ladders shall not be painted other than with clear preserving oils, clear varnishes or clear plastics.
- Ladders, which are in a damaged condition, shall not be used and shall be labelled accordingly and removed from the Premises.
- All Ladders shall be numbered, logged in a register, and inspected monthly.
- A ladder in use shall be held by an assistant and/or properly tied down in position.
- Only ladders that do not conduct electricity shall be used in live electrical sub-stations and switching rooms.
- Ladders shall be removed after use and stored in an appropriate facility as to not expose them unnecessarily to the elements or potential damage by surrounding activities.

21.13. CONSTRUCTION VEHICLES AND MOBILE PLANT

DPWI will inspect construction vehicles and mobile plant prior to being allowed on a project site. Suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the Occupational Health and Safety Act (Act no. 85 of 1993) and Regulations.

Construction vehicles and mobile plant to be:

- Of acceptable design and construction;
- Maintained in good working order;
- Used in accordance with their design and intention for which they were designed;
- Operated and/or driven by trained, competent and authorised operators/drivers. No unauthorised persons are to be allowed to drive construction vehicles and mobile plant;
- Provided with safe and suitable means of access;
- Fitted with adequate signalling devices to make movement safe including reversing;
- Provided with roll-over protection (where applicable);
- Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/log book;
- Fitted with two head and two tail lights that are in good working condition and must be used whilst operating under poor visibility conditions;
- When used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.

Operators and drivers of construction vehicles and mobile plant must be in possession of a valid medical certificate declaring the operator and/or driver physically and psychologically fit to operate or drive construction vehicles and mobile plant.

No loose tools, materials etc. are allowed in the driver and/or operators compartment/cabin or in the compartment in which any other persons are transported.

No person shall ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose. Employees shall only be transported if provision for seating and safety belts has been provided with an adequate canopy or rollover protection.

All construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, must have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant.

Bulldozers, scrapers, loaders, and other similar mobile plant must, when being repaired or when not in use, be fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.

21.14. DEMOLITION WORKS

- The contractor must appoint a competent person in writing to supervise and control all demolition work on site.
- The contractor must ensure that a detailed structural engineering survey of the structure to be demolished is carried out by a competent person before the demolition work commences.
- Demolition works must be carried out under supervision of a competent person and must check the structural integrity of the building at regular intervals.
- The contractor must ensure that –
 - No floor, roof or other part of the structure is overloaded with debris or materials that would render the structure unsafe;





- All practicable precautions are taken avoid danger of structure collapsing when the reinforcement is removed or cut; and
- All practicable precautions are taken in the form of shoring or other means of preventing accidental collapsing.
- The contractor must provide convenient and safe means of accessing areas where demolition works takes place.
- The must carry all the demolition works safely as outlined in the CR14 (5)-(12).

22. COVID -19 SAFETY MANAGEMENT

22.1. Introduction

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

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

The principal contractor should ensure the requirements are implemented, a Covid-19 site management plan must be developed by the principal contractor taking into consideration the requirements stipulated in this document under item 12 and the requirements stipulated under Disaster Management Act (57/2002): Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (C19 OHS), 2020. The Covid19 site management plan should specify amongst other how the principal contractor intend to return to work consideration at this stage Government specified only one third of the workforce are allowed.

This Covid19 site management plan are to be approved by the Consulting Engineers and the prior to work commencing on site. Principal Contractor will also be required to submit risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHSA. This police must notify Principal Contractor employees that if they are sick or have symptoms associated with the COVID-19 that they must not come to work and to be on self-isolation in terms of section 7 of Regulations issued in Terms of Section 27(2) of **Disaster Management Act, 2002**.

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

22.3. Travel to work:

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





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

22.4. Appropriate Personal Protective Equipment:

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

22.5. Site access and egress points:

- Access to site must be managed at all times.
- Site access and egress points should enable social distancing and screening of all workers must be done daily before entering and when leaving site. Please refer to questionnaire included in this plan.

22.6. Washing hands

- Allow regular breaks to wash hands. Breaks should be divided between employee groups.





- Provide additional hand washing facilities (e.g. pop ups) to the usual welfare facilities.
- Ensure adequate supplies of soap and fresh water are readily available and kept topped up at all times.
- Provide hand sanitiser (minimum 60% alcohol based) where hand washing facilities are unavailable.
- Regularly clean the hand washing facilities on site.
- Provide suitable and sufficient bins with to dispose hand paper towels.

22.7. Toilet facilities

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

22.8. Eating areas:

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

22.9. Changing Facilities:

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





- Provide suitable and sufficient rubbish bins in these areas with regular removal and disposal.

22.10. Cleaning:

- Enhanced cleaning procedures should be in place across the site, particularly in communal areas and the contractors should ensure a dedicated employee is assigned to perform the activity on site and be issued with the correct PPE:

<ul style="list-style-type: none">• Taps and washing facilities• Toilet flush and seats• Door handles and push plates• Hand rails on staircases and corridors• Lift and hoist controls• Rubbish collection and storage points should be increased and emptied regularly throughout and at the end.	<ul style="list-style-type: none">• Machinery and equipment controls• All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices.• Telephone equipment• Key boards, photocopiers and other office equipment
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22.11. Emergency responds:

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

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

22.12. Covid19 Waste Management

- All waste generated in respect to COVID-19, shall be managed as isolation health care risk waste.
- It is preferable to use box sets/waste bin for all COVID-19 response waste generated.
- When the box set is $\frac{3}{4}$ full it should be closed with a biohazardous waste tape and placed in designated storage area.
 - The waste handler is required to be dressed in proper PPE before moving waste to the storage area.
 - The Waste handler must ensure that the person designated to oversee waste collection informs the service provider of the COVID- 19 waste that should be removed from the facility.
 - The designated person must ensure that a separate collection of COVID-19 waste is done by the service provider, the designated vehicle complies with waste legislations and proper PPE is worn by the service provider.





- The designated person must ensure that all waste containers containing COVID-19 waste are properly sealed and no spillages occur during external removal.

22.17. Reporting of COVID-19 Cases

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

22.18. COVID-19 Requirements to be meet by DPW Service Providers

Before commencement of any work under lock down all DPW service provider will be required to:

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

23. EMPLOYEES INDUCTION, TRAINING, COMMUNICATIONS

Employer will be required to give induction to his/her employees upon returning to site. Induction syllabus to included Employers plan on how are they going to manage COVID-19 on site. Employer should train employees on daily before work on how COVID-19 is spread and the preventative measures one can take to prevent COVID-19 spread.

24. MONTHLY REPORTING





- The Principal Contractor is required to provide DPWI with a monthly report in the format provided on the last working day of the month.
- The report will include the monthly man-hours, incidents, training, inductions, audits, etc

25. PROJECT CLOSE-OUT

- Upon completion of the project, the contractor is required to hand over a consolidated project file to the Client with all the working documents for retention.

ACKNOWLEDGEMENT

I,representing
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Contractor have satisfied myself with the content of the Project Specific Health and Safety Specification (PSHSS) and shall ensure that the Contractor and his/her personnel comply with all the relevant obligations in respect thereof.

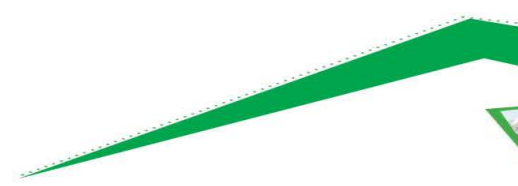
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Signature of Contractor

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Date

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Signature of Client/Agent

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Date





OHS BASELINE RISK ASSESSMENTS

AS PER ANNEXURE 2



ANNEXURE 1: BASELINE RISK ASSESSMENT

Task/Activity	Hazard	Risk	Consequence	Rating	Controls
Transportation of material to site	<ul style="list-style-type: none"> Unsafe road conditions Un-road worthy vehicles Equipment and material not safely secured Incompetent drivers Driving under the influence of alcohol Inclement weather Speeding Slippery road Narrow road 	<ul style="list-style-type: none"> Overtaking vehicles Vehicle collisions 	<ul style="list-style-type: none"> Injuries Property damages Third party liability 	M	<ul style="list-style-type: none"> Adherence to the speed limit Only competent/ authorised drivers should operate the vehicle Inspection of vehicles Equipment and material to be properly secured Alcohol testing to be done The road to be paved to prevent accidents Traffic control to be implemented to avoid collisions
Offloading of material	<ul style="list-style-type: none"> Faulty machinery Poor ergonomics Equipment (suspended load) falling on employees Unsafe slings and guide ropes Uneven surface 	<ul style="list-style-type: none"> Hands can be caught in between materials Obstructed walkways by materials Unsafe stacking of materials 	<ul style="list-style-type: none"> Hand injuries Back injuries 	M	<ul style="list-style-type: none"> The correct PPE must be worn Designate the stacking areas and put signs Stacking and storage inspector must be appointed and in charge
Clearing the worksite	<ul style="list-style-type: none"> Dust generation 	<ul style="list-style-type: none"> Inhalation of dust 	<ul style="list-style-type: none"> Respiratory irritation Allergic reaction Sinusitis 	M	<ul style="list-style-type: none"> Wear job specific PPE Suppress dust with water
Site establishment	<ul style="list-style-type: none"> Sharp objects/ wires Uneven surface Faulty connection Poor ergonomics 	<ul style="list-style-type: none"> Cuts Slips and trips Damage to services Using the environment as ablution facilities 	<ul style="list-style-type: none"> Injuries Back strains and injuries Crime, theft, fights Contracting of communicable diseases 	M	<ul style="list-style-type: none"> Supervisors to plan during site set up and induct employees A competent electrician must be appointed to connect electrical wires



	<ul style="list-style-type: none"> Falling objects Inadequate security services Not enough welfare facilities e.g. toilets, change rooms and lockers 		<ul style="list-style-type: none"> Soil, water pollution 		<p>to the site offices and Distribution Board.</p> <ul style="list-style-type: none"> Ensure there are welfare facilities on site for health and hygiene purposes Awareness on hygiene and use of ablution facilities Detailed Risk Assessment must be drawn before any
Working at heights	<ul style="list-style-type: none"> Unstable platforms Unsafe ladders and scaffolding 	Fatal falls often resulting to permanent disabilities and death	<ul style="list-style-type: none"> Serious body injuries Death in worst cases 	H	<ul style="list-style-type: none"> The Principal contractor will be required to submit with health and safety plan the fall prevention plan, including a risk assessment and working at height questionnaire for employees. Include in the fall prevention plan a process for the evaluation of the employee's medical fitness. Roof erectors are to be competent to carry the work. Safe access to the roof must be carefully planned in order to select the most appropriate method and equipment.
Entry and exit	<ul style="list-style-type: none"> No access control 	<ul style="list-style-type: none"> Unauthorised entry into the construction sit 	<ul style="list-style-type: none"> Injuries to employee Theft of tools and material 	M	<ul style="list-style-type: none"> Appoint a full time, PSIRA registered security guard on Site.



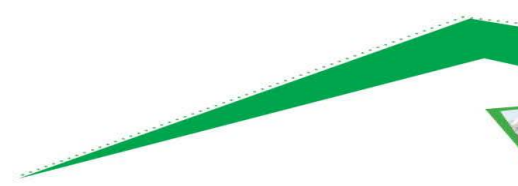
Site security	<ul style="list-style-type: none"> Unsafe camp site 	<ul style="list-style-type: none"> Inadequate security / no security 	<ul style="list-style-type: none"> Injuries, theft criminal activities 	M	Appoint PSIRA accredited security guard
Locating existing pipes/ services	<ul style="list-style-type: none"> Existing underground services 	<ul style="list-style-type: none"> Explosion, Electrocution Damage to services 	<ul style="list-style-type: none"> Injuries Property damages 	M	<ul style="list-style-type: none"> Get existing pipe drawings Check relevant Authority (e.g. power, water, gas, council) records for location of services. If in doubt use experienced/ accredited service locators. When using hand prodders to locate pipes, prodders must never be driven in to the ground by hammers or other implements.
	<ul style="list-style-type: none"> Installation of a pipe 	<ul style="list-style-type: none"> Poor lifting technique Manual handling of Falling material Incorrect connections 	<ul style="list-style-type: none"> Hand injuries Back pains Property damage Loss of services 	M	<ul style="list-style-type: none"> Safe working method must be implemented Supervision Correct PPE must be worn
	<ul style="list-style-type: none"> House connections 	<ul style="list-style-type: none"> Unsafe connections 	<ul style="list-style-type: none"> Loss of services 	M	<ul style="list-style-type: none"> Safe working procedure must be implemented.
Storage of materials on site	<ul style="list-style-type: none"> Poor stacking and storage 	Trips and falls	Injuries	L	Proper stacking storage of materials at designated places.
Storage of HCS	<ul style="list-style-type: none"> Hazardous chemical substance Improper labelling of chemical containers 	<ul style="list-style-type: none"> Inhalation Skin contact Contact with combustion sources Accidental consumption of flammable liquids 	<ul style="list-style-type: none"> Respiratory illnesses Dermatitis Fires Illnesses 	M	<ul style="list-style-type: none"> Use chemicals in a ventilated environment Provide MSDS Provide proper PPE Train employees on the content of MSDS Train employees on the hazards associated with the use of chemicals



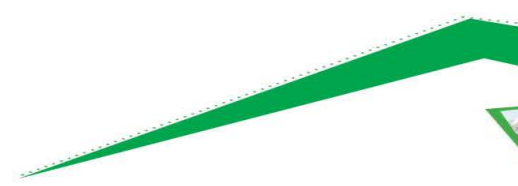
Housekeeping	<ul style="list-style-type: none"> Poor housekeeping 	<ul style="list-style-type: none"> Slip, trip and fall injuries 	<ul style="list-style-type: none"> 	L	<ul style="list-style-type: none"> Maintain proper housekeeping on site Remove waste on a regular basis from site
Plastering	<ul style="list-style-type: none"> Unsafe tools being used Manual mixing of concrete 	<ul style="list-style-type: none"> Skin irritation Ergonomic stress 	<ul style="list-style-type: none"> Dust inhalation 	M	<ul style="list-style-type: none"> Use of PPE Guarding off site on work areas
Paintwork	<ul style="list-style-type: none"> Skin irritation Fumes inhalation 	<ul style="list-style-type: none"> Dermatitis Respiratory diseases 	<ul style="list-style-type: none"> Breathing problems Allergic reactions 	H	<ul style="list-style-type: none"> Use of PPE Certify workers medically fit for such work
Demolition Works	<ul style="list-style-type: none"> Dust Collapsing of the structure 	<ul style="list-style-type: none"> Noise NIHL 	<ul style="list-style-type: none"> Hearing loss Noise pollution 	H	<ul style="list-style-type: none"> Guarding/barricading of site Appoint demolition supervisor Develop a demolition plan



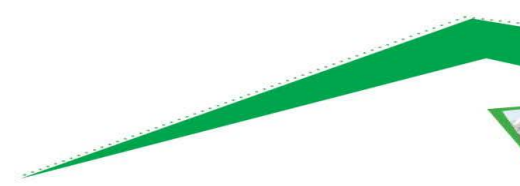
EPWP REQUIREMENTS AND SPECIFICATION
(IF APPLICABLE, ATTACH HERE)



PART C2.3: BILLS OF QUANTITIES



DRAWINGS (SEE ANNEXURE 2)



PART 3 - LIST OF DRAWINGS – SEE ANNEXURE 2

The following drawings/annexure shall be issued during the bid period to form part of the bid documentation. Where applicable, drawings/annexure could be re-issued to the Contractor at commencement of the construction phase

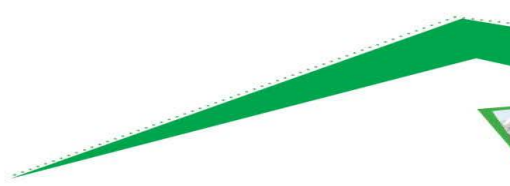
The following drawings is annexed to the Bills of Quantities

Drawing	Description
Architectural drawings	
Ground floor Part A and Part B	Floor plan
Second floor Part A and Part B	Floor plan
Third floor Part A and Part B	Floor plan
Ground floor Part A and Part B	Ceiling plan
Second floor Part A and Part B	Ceiling plan
Third floor Part A and Part B	Ceiling plan
Electrical Drawings	
Ground Floor	Floor plan
Second Floor	Floor plan
Third Floor	Floor plan
Mechanical Drawings	
Ground floor Part A and Part B	Air condition system
Second floor Part A and Part B	Air condition system



PART C3

SCOPE OF WORKS



C3 SCOPE OF WORK (TERMS OF REFERENCE)

C3 Scope of Work (Terms of Reference)

1. Conversion of ground floor, second floor and Third floor into open plan offices, including internal finishes.
2. External works
3. Electrical Installation
4. Mechanical Installation
5. Fire Services
6. Plumbing and Drainage
7. Aluminium Shop fronts
8. Aluminium Doors

1.1 EMPLOYERS OBJECTIVES

To renovate offices at O.R Tambo Building

1.2 OVERVIEW OF THE WORKS

Renovations and Alterations to K.D Matanzima Building

1.3 EXTENT OF THE WORKS

The following is the high level scope for the project entails:

- Building is consisting of the following departments per floor:

9. Ground Floor:

Department of South African Social Security Agency
Department of Community Safety
King Sabata Dalindyebo - Developmental Local Government
Department of Public Works –(Security Section)

10. Second Floor:

Department of Education

11. Third Floor:

Co-operate Governance and Traditional Affairs
Eastern Cape Provincial Treasury
Department of Public Works

1.4 WORK TO BE CARRIED BY THE CONTRACTOR

The contractor will be responsible for executing the following works:

Ground floor 2nd and 3rd floor

12. Conversion of existing floors into open plan offices, including internal finishes
13. Electrical Installation
14. Mechanical Installation
15. Fire Services
16. Plumbing and Drainage
17. Blinds
18. Internal paint
19. Boardrooms
20. kitchen

4th floor-to- 5th floor

21. Upgrade of Ablutions

External Works

22. Land scapping
23. Internal and External signage
24. Proposed external covered sitting area for SASSA Clients.
25. Painting of palisade Fence and Boundary wall
26. Waterproofing of roof covering
27. Painting external envelope of the building.

1.5 LOCATION OF THE WORKS

K.D Matanzima building is located in Eastern Cape Mthatha, Corner Victoria and Owen Street. The closest buildings are standard bank, Unisa, Museum and Home Affairs.

The existing structure is located in CBD of Mthatha

1.6 TEMPORARY WORKS

All temporary work to comply with the Construction Health and safety Act (Act 85 of 1993) and its regulations

1.7 EMPLOYER'S DESIGN

Refer to Architects designs and Engineers designs and specifications attached folder

2.1 Methodology of Project Execution

The work is to be executed in operational facilities, which shall remain fully functional 24 hours per day and 7 days a week. Access to the facilities must not be compromised at all. Removal of the furniture is included on the following sectional completion table.

Sectional Completion

The successful bidder must comply with the following methodology/Sectional completion and must fully familiarize themselves with the document as no further claims with regards to this will be entertained.



SECTIONS AND DURATION OF THE PROJECT

SECTIONS	AREAS	DURATION
Section 1	Ground Floor: Part A	3 Months
	Part B	3 Months
Section 2	Second Floor: Part A	3 Months
	Part B	3 Months
Section 3	3rd Floor: Part A	3 Months
	Part B	3 Months
Section 4	5 th floor open plan	2 Months
Section 5	Upgrade of 4 th , and 5 th floor and Ablutions.	1 Month
Section 6	External works	3 Months

THE CONTRACT DURATION IS 24 MONTHS AS A WHOLE. THE CONTRACTOR SHALL PROGRAM ACCORDINGLY TO ENSURE SECTIONS AND DURATIONS DO NOT EXCEED THE CONTRACT PERIOD OF 24 CALENDAR MONTHS

Restrictions and Constraints

- The completion of the project is urgent, and work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends. Work required to be executed after hours must be arranged with the security department at K.D Matanzima in advance.
- Noise must be always kept to a minimum and within acceptable levels.
- All shut-offs and tie/cut-ins to existing services must be arranged in advance and a methodology with appropriate mitigation of risks must be prepared by the contractor and submitted to the relevant Professional discipline in advance, for approval. For example sanitary fittings for ablutions, Distribution Board etc.

Operational Protocols

- Security is a priority for the facilities, and the site shall be always kept safe.
- The approved Health and Safety plan shall be always adhered to.
- All staff members of the contractor shall always wear PPE at all times.
- Appointed Contractors employees will be vetted before the site handover.
- All staff members of the contractor shall be always specifically identifiable, have name tags and shall wear a predetermined coloured overall to be able to enter and work on the site.
- Contractor must use one entrance for the section that they are working on it.

The successful contractor must take into account that other contractors may be busy with construction in close proximity to the works and allowance must be made in the contractor's submission to accommodate these parties.

Access

Prospective bidders are to fully familiarize themselves with the site and access to the site.



PART C4

SITE INFORMATION

C4.1 SITE INFORMATION

Project title:	RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING
Project Number:	SCMU5-22/23-0142

GENERAL

The existing structure is located in the CBD of Mthatha.

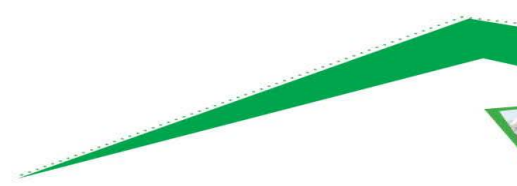
Prospective bidders to familiarize themselves with the locality, access, any other “restrictions” Refer to *Scope of Works C3*).

Site address:

Physical Address of Bid Box: Department of Public Works and Infrastructure,
KD Matanzima Building
Corner Owen and Victoria Street
Mthatha
5099.

GEOTECHNICAL INVESTIGATION REPORT

N/A



RENOVATIONS AND ALTERATIONS TO K.D MATANZIMA BUILDING