



TENDER

TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION

SCMU5-19/20-0016 AMR INF

NAME OF COMPANY:

CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 28 JANUARY 2020

TIME: 11h00

Department of Public Works
Corner of Scholl and Amalinda Main
Road
Amalinda
Block B Building- Reception Area
East London
5247

VOLUME 1 (up to page 98)

VOLUME 2 (from page 100 up)



T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department Public Works invites Contractors with a CIDB Grading of **4GB/3GBPE ONLY** in the following Class of works (**GB**) Tenders for Two Year Building Maintenance Contract For DPW Buildings – Amathole Region

The contract will be based on the JBCC PBA 2000 edition 4.1 of 2005 where the Eastern Cape Department of Public Works will enter into a contract with the successful Tenderer.

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

Documents may be obtained from the offices of the Department of Public Works, Corner of Scholl and Amalinda Main Road, Amalinda, Office number SCM-1, East London from 12h00 on 29 November 2019 upon a cash payment of a non-refundable R 200.00 per Tender document or can be downloaded from DPW website without any payment.

Queries relating to the issue of these documents may be addressed in writing to Mr Dumisani Magwala – email: dumisani.magwala@ecdpw.gov.za. **Technical enquiries:** may be addressed in writing to Mr Lukhanyo Madumane – email: lukhanyo.madumane@ecdpw.gov.za.

A compulsory clarification meeting with representatives of the Employer will take place at offices of the Department of Public Works, Corner of Scholl and Amalinda Main Road, Amalinda, Block A, Big Boardroom on 10 December 2019 starting at 12h00– 12h30.

The closing time for receipt of Tenders by the ECDPW is 11h00 on 28 January 2020. Telegraphic, telephonic, telex, facsimile, e-mail and late Tenders will not be accepted. Tenders must be submitted in sealed envelopes clearly marked **“SCMU5-19/20-0016 AMR INF: TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION”**: must be deposited in the Tender box at Department of Public Works, Corner of Scholl and Amalinda Main Road, Amalinda at Block B Building – Reception Area, East London

It is the responsibility of the Tenderer/s to ensure that Tender 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 Tender documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery and not delivered to Departmental officials. The Department will not accept responsibility if Tenders received by officials are not timely deposited in the Tender 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 tender (<https://secure.csd.gov.za>).

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

B. TENDER EVALUATION:

This Tender will be evaluated in four (4) phases as follows:

Phase One: Prequalification: Only tenderers who are EME/QSE with a minimum B-BBEE Status Level 1 contributor are allowed to tender for this tender. Tenderers that do not meet this pre-qualification criteria stipulated is an unacceptable tender;

Phase Two: In terms of the stipulated minimum threshold for local Production and Content (steel products 100%, PVC pipes 100% and valves products 70% threshold);

Phase Three: Compliance, responsiveness to the tender rules and conditions, thereafter;

Phase Four: Tenderers 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. TENDER SPECIFICATIONS, CONDITIONS AND RULES

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

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

Only locally produced goods or services with a stipulated minimum threshold for local production and content of 100 % and 70% (Designated sector: Steel Components and Products 100%, PVC pipe products 100% and valves products 70%) 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 Tender.

If the raw material or input to be used for a specific item is not available locally, Tenderers 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 Tender/quotation document at the closing date and time.

Tenderers who wish to download a Tender document from these website(s) must send an email request to DPW SCM official, Namhla Popo, (Namhla.Popo@ecdpw.gov.za) on Mondays to Fridays during office hours requesting her to send an electronic Bills of Quantities /Pricing Schedule. If the Tenderer does not have an email, he or she can also visit the office of Namhla Popo at Office 01 in SCM Block Amathole Regional Offices during office hours to collect the soft copy of the Bills of Quantities prior Tender closure. It is the responsibility of the Tenderer to furnish a correct email address and also to request the Bills of Quantities or schedule of prices or drawing plans on time from the department.

The Department of Public Works SCM policy applies.

Tender validity period is **60 days**.

D. TENDER SUBMISSIONS:

Tenders must be submitted in sealed envelopes clearly marked "**SCMU5-19/20-0016 AMR INF: TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION**": must be deposited in the Tender box at Department of Public Works, Corner of Scholl and Amalinda Main Road, Amalinda at Block B Building – Reception Area, East London



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

SCM RELATED ENQUIRIES

Mr Dumisani Magwala

Tel No: **043 7115798**

Email Address: dumisani.magwala@ecdpc.gov.za

TECHNICAL ENQUIRIES

Mr. L Madumane

Tel No.: 071 515 0149

Email Address: lukhanyo.madumane@ecdpc.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

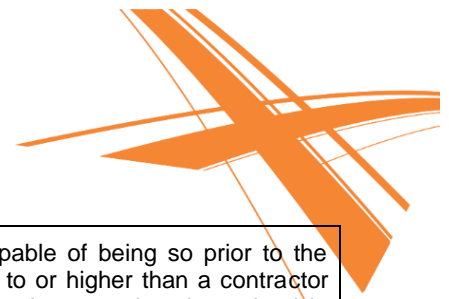
Call: 0800 701 701



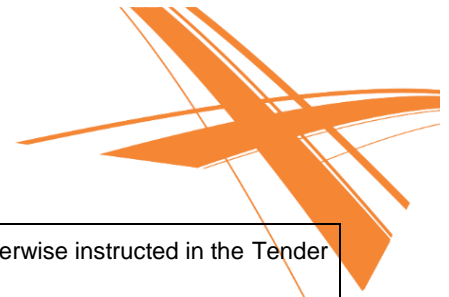
T1.2 Tender Data

The conditions of Tender are the latest edition of SANS 10845-3, *Standard conditions of Tender*. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and as contained in **Annexure F of Standard for Uniformity in Construction Procurement (Board Notice 136 Government Gazette No 38960 of 10 July 2015)**, Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

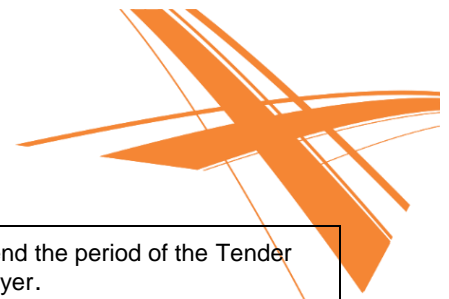
Clause number	Tender Data
3.1	The Employer is Public Works. The policy of the employer will apply
3.2	The Tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to Tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Dispute Resolution Mechanism Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Bill of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
3.2	The Tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is : Name: Lelethu Kumbaca Department of PUBLIC WORKS Corner of Scholl and Amalinda main road Amalinda Tel: 043 711 5741 E-mail: lelethu.kumbaca@ecdpw.gov.za.
3.4	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.6	Method 2: Four (4) stage procurement procedure shall be applied.
4	Tender's obligations
4.1	Only those Tenderers who satisfy the following eligibility criteria and who provide the required evidence in their Tender submissions are eligible to submit Tenders and have their Tenders evaluated:



4.1	<p>Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 4GB/3GBPE ONLY class of construction work, are eligible to have their Tenders evaluated.</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; GB class of works; 2. the lead partner has a contractor grading designation in CIDB Grade GB 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 4GB only class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
4.1	<p>The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their Tenders evaluated:</p> <ol style="list-style-type: none"> 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 4GB/3GBPE only class of construction work;
4.2	<p>The employer will compensate the Tender as follows as per the conditions of the Form of Contract signed or SLA.</p> <p>The employer will not compensate the Tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
4.3	<p>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.</p>
4.4	<p>Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the Tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a Tender offer in response to the invitation.</p>
4.5	<p>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.</p>
4.6	<p>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.</p>
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the Tendering entity. Addenda will be issued to and Tenders will be received only from those Tendering entities appearing on the attendance list.</p> <p>Tender documents will not be made available at the clarification meeting</p>
4.8	<p>Seek clarification <i>Request clarification of the Tender documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the Tender data.</i></p>
4.10	<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>



	State the rates and prices in monetary value of the contract unless otherwise instructed in the Tender data.
4.11	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. Do not make erasures using masking fluid.
4.12	Main Tender offers are not required to be submitted together with alternative Tenders.
4.12	No alternative Tender offers will be considered
4.13.1	Parts of each Tender offer communicated on paper shall be submitted as an original. Submit 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.
4.13.2	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.
4.13.3	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.
4.13.5	The employer's details and address for delivery of Tender offers and identification details that are to be shown on each Tender offer package are: Location of Tender box: Block B building Reception Area
4.15	Physical address: Corner of Scholl and Amalinda Main Road, Amalinda Identification details: Tender reference number, Title of Tender and the closing date and time of the Tender
4.13.4	The Tenderer is required to submit with his Tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.13.5	A two-envelope procedure will not be required.
4.13.5	The "ORIGINAL" and "COPY" are to be submitted as separate packages.
4.13.6	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.
4.15	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.
4.16.1	The Tender offer validity period is 60 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.
4.16.2	<p>Placing of contractors under restrictions / withdrawal of Tenders</p> <p>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.</p> <p>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.</p>
4.19	Access shall be provided for the following inspections, tests and analysis: N/A
4.20	the preferred Tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond or Guarantee or Surety or Security to the format and/or standard as per DPW policy
5	Employer's undertakings
5.1	The Employer will respond to requests for clarification received up to Five (5) 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 Five (5) working days before Tender closing time.
5.4	Tenders will be opened immediately after the closing time for Tenders at 11h00 .
5.6	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.
5.8	<p>Determine, after opening and before detailed evaluation, whether each Tender offer that was properly received</p> <p>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</p> <p>c) is responsive to the other requirements of the Tender documents.</p> <p>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</p> <p>d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,</p> <p>e) significantly change the employer's or the Tenderer's risks and responsibilities under the contract, or</p> <p>f) affect the competitive position of other Tenderers presenting responsive Tenders, if it were to be rectified.</p> <p>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.</p>
5.9	<p>Arithmetical errors, omission and discrepancies</p> <p>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.</p> <p>For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

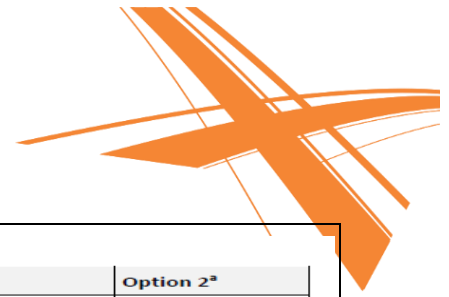
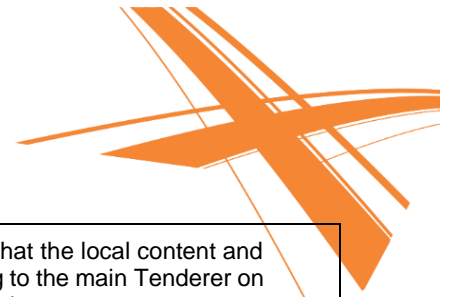


Table F.1: Formulae for calculating the value of A			
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = P_m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

5.11.2	The procedure for the evaluation of responsive Tenders is Method 1: Price only.
5.11.3	<p>The procedure for the evaluation of responsive Tenders is Method 2: Local Production and Content, Price and Preference. In the case of a price and preference:</p> <p>Stage 1: Pre-qualification: Only tenderers who are EME/QSE with a minimum B-BBEE Status Level 1 contributor are allowed to tender for this tender. Tenderers that do not meet this pre-qualification criteria as stipulated is an unacceptable tender.</p> <p>Stage 2: Functionality/evaluation criteria (Local Content and Production – Designated sectors)</p> <p>Stage 3: Administrative requirements and Mandatory requirements</p> <p>Stage 4: Price and preference (80/20 system)</p> <p>1. STAGE ONE: PRE-QUALIFICATION (B-BBEE LEVEL)</p> <ol style="list-style-type: none"> 1. The tenderer must attach a valid original or certified copy of B-BBEE certificate issued by SANAS or SANAS verification agencies or a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of with the tender prior closing of the tenders. In order to be valid, the sworn affidavit must clearly indicate the latest financial year-end period. In the event of Joint venture, a valid original or certified copy of consolidated B-BBEE certificate issued by verification agencies accredited by SANAS must be submitted with the tender. 2. The status level on the B-B-BBEE certificate must be contributor level 1. 3. In the case of an EME or a QSE, a valid original or certified copy of a Sworn Affidavit attested in terms of the B-BBEE amended Construction Sector Codes (CSC 000) duly signed and attested by a commissioner of Oaths must be submitted with the tender. In case of EMEs/QSEs (joint venture) submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Tenderers are encouraged to either consolidate their B-BBEE point calculations or form joint ventures with partners which have the same level of B-BEE contribution or higher. 4. Failure to comply with the above will lead to the tender being eliminated. <p>2. STAGE TWO: EVALUATION ON LOCAL PRODUCTION AND CONTENT</p> <ol style="list-style-type: none"> 1. On local content designated items, only locally produced goods or services with a stipulated minimum threshold for local production and content of 100% for steel products and PVC pipe products and 70% for valves products will be considered. 2. The relevant designated sector: Steel Products and Components and Polyvinyl chloride pipes including High density polyethylene pipes and polypropylene pipes and valves products. The minimum threshold for local production and content: 100% and 70% respectively. 3. Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date, one week (7 calendar days) prior to the closing date of the tender. 4. Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will automatically invalidate the tender for further consideration. 5. If the raw material or input to be used for a specific item is not available locally, Tenderers 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 tender document at the closing date and time. 6. Tenderers must fully complete SBD6.2 with annexure C and it must be submitted with the tender at the closing date and time. Failure to submit will invalidate the tender.

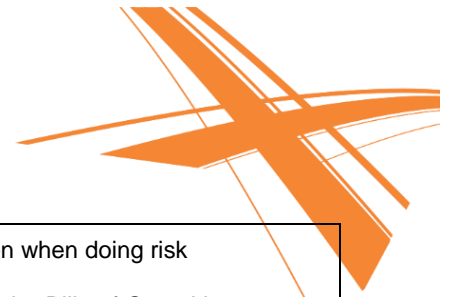


7. The main contractor may not sub contract work to an extent that the local content and production is compromised. The conditions and rules applying to the main Tenderer on local production and content also apply to the sub contractor(s).
8. For further information, Tenderers may contact the Steel products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

3. STAGE THREE: TENDERERS WHICH PASS STATE 2 WILL THEN BE EVALUATED RESPONSIVENESS TO THE TENDER REQUIREMENTS AND RULES

A. Tenderer's proposals must meet the following minimum requirements and supporting documents must be submitted with the completed tender document in a sealed envelope in the Tender box at the closing date and time. Failure to comply will automatically eliminate the tender for further consideration:

1. Tender Document (This Document must be submitted in its original format)
2. Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Tenderer must be registered with CIDB in the correct grading and class of works as per the Tender notice and requirements. And the status on CIDB must be active during award stage. It is the responsibility of the tenderer to keep the status on CIDB active throughout Tendering process (advert till award stage).
4. Returnable Schedule: SBD 1- Invitation to tender must be completed and signed
5. Tenderers must be a legal entity or partnership or joint venture or consortia.
6. Form of offer and Acceptance (fully completed and signed)
7. SBD 4- Declaration of Interest (fully completed and signed)
8. Compulsory Declaration Form (fully completed and signed)
9. SBD 8- Declaration of Tenderer's past Supply Chain Management Practices. (Completed and signed)
10. SBD 9- Certificate of Independent Bid Determination. (Completed and signed)
11. Compulsory Enterprise Questionnaire (Completed and signed)
12. In the event of a consortia/joint ventures, a signed agreement by all parties must be submitted with the Tender.
13. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Tenderers are not entitled to claim the VAT if they are not VAT registered.
14. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV.
15. Details of Tenderers nearest office
16. Returnable Documents: Company Details
17. Returnable Documents: Company Composition
18. Declaration: Validity of Information Provided
19. Returnable Document: Baseline Risk Assessment
20. Resolution to Sign (if applicable)
21. Declaration of Employees of the State or other State Institutions.
22. Attendance of compulsory briefing meeting (where applicable)
23. Only one offer per item per Tenderer 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. Tenderers are also not allowed to submit a Tender/ quotation whilst they are in agreements with other tenderers in the form of joint ventures or consortiums.
24. Tenderers 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 M.* This is important for the department in order to make a decision and will lead to elimination of Tenders.
25. Tenderers must submit a list of projects where he or she has submitted Tender offers but Tender results have not been confirmed by the client. *Refer to Annexure L.* This is not an elimination factor, but important for the department to make a decision.
26. The tenderers 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. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
27. Tenderers must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the Tender. *Refer to Annexure K*



and H. This is important for the department to make a decision when doing risk assessment.

28. 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 increase the commercial risk of the Tender and may lead to elimination or passing over of the Tenderer.

B. Other Conditions of Tender

- i. DPW Policy applies.
- ii. The Tenderer must be registered on the Central Supplier Database (CSD) prior the award
- iii. All tenderers' tax matters must be in order prior award. Tenderers' tax matters will be verified through CSD.
- iv. Failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for B-BBEE.
- v. A valid original or certified copy of B-BBEE certificate must be submitted with the Tender OR "Sworn Affidavit 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 order to be valid, the sworn affidavit must clearly indicate the latest financial year-end period. In case of a joint venture or consortium a valid original or certified copy of B-BBEE certificate must submit a consolidated B-BBEE certificate. In case of EMEs/QSEs (joint venture) submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Tenderers are encouraged to either consolidate their B-BBEE point calculations or form joint ventures with partners which have the same level of B-BEE contribution or higher. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE.
- vi. The Department will contract with the successful Tenderer by signing a formal contract.
- vii. This Tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the Tender and may lead to elimination or passing over of the Tenderer.
- viii. 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.
- ix. The successful Tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g JBCC PBA 2000, edition 4.1 of 2005 original copy).
- x. The client reserves the right to intervene and/or assist in the selection of local sub-contractors, during contract administration.

4. STAGE FOUR: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017

The **80/20 preference point system** shall be applied for the purposes of this Tender as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and B-BBEE/ PPPFA Regulations of 2017

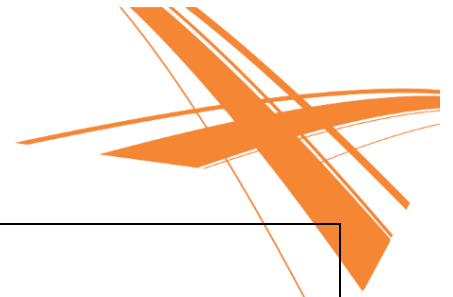
Criteria	Points
POINTS ON PRICE	80
B-BBEE	20
TOTAL	100

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

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

The financial offer will be scored using the following formula:

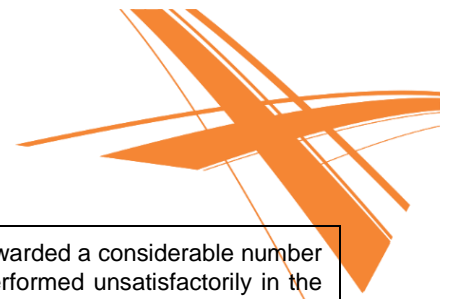
$$A = (1 - (P - P_m))$$



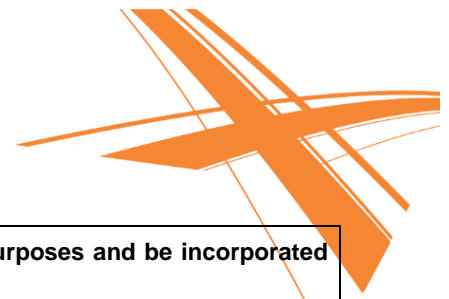
	<p>Pm</p> <p>The value of value of W_1 is:</p> <p>1) 90 where the financial value inclusive of VAT of all responsive Tenders received have a value in excess of R50 000 000 or</p> <p>2) 80 where the financial value inclusive of VAT of one or more responsive Tender offers have a value that equals or is less than R 50 000 000.</p>														
5.11.4	The procedure for the evaluation of responsive Tenders is Method 3: Functionality, Price and Preference														
5.11.5															
5.11.9	The evaluation criteria and maximum score in respect of each of the criteria are given hereunder. N/A.														
5.11.9	Quality criteria broken down into sub criterias:														
5.11.9	<p>The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A</p> <table border="1"> <thead> <tr> <th>Score (Points)</th> <th>Prompt for judgement</th> </tr> </thead> <tbody> <tr> <td>0-30</td> <td>Failed to address the questions / issues.</td> </tr> <tr> <td>30-50</td> <td>A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available.</td> </tr> <tr> <td>50-70</td> <td>Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.</td> </tr> <tr> <td>70-80</td> <td>Acceptable response – answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought are convincing.</td> </tr> <tr> <td>80-90</td> <td>Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.</td> </tr> <tr> <td>90-100</td> <td>Excellent – response / answer / solution gives real confidence that the Tenderer will add real value.</td> </tr> </tbody> </table> <p>The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.</p>	Score (Points)	Prompt for judgement	0-30	Failed to address the questions / issues.	30-50	A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available.	50-70	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.	70-80	Acceptable response – answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought are convincing.	80-90	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.	90-100	Excellent – response / answer / solution gives real confidence that the Tenderer will add real value.
Score (Points)	Prompt for judgement														
0-30	Failed to address the questions / issues.														
30-50	A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available.														
50-70	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.														
70-80	Acceptable response – answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought are convincing.														
80-90	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.														
90-100	Excellent – response / answer / solution gives real confidence that the Tenderer will add real value.														
5.13	<p>Tender offers will only be accepted if:</p> <p>a) the Tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity</p> <p>b) the Tenderer is in good standing with SARS according to the Central Supplier Database. Tenderers must submit a CSD no. or tax status compliance pin.</p> <p>c) the preferred Tenderer will be required to submit an approved insurer undertaking to provide one of the following Performance Bond or Guarantee or Surety or Security to the format and/or standard as per DPW policy</p> <p>d) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>e) the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>f) the Tenderer has not:</p> <p>i) abused the Employer's Supply Chain Management System; or</p> <p>ii) failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>g) the Tenderer has completed the Compulsory Declaration and there are no conflicts of interest</p>														



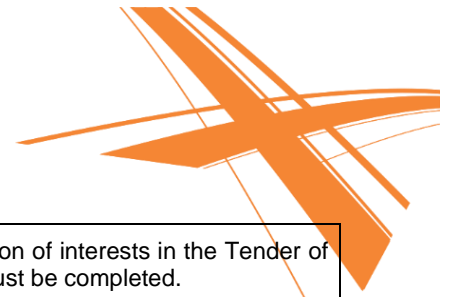
- which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the Tender process;
- h) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the Tender process and persons in the employ of the state are permitted to submit Tenders or participate in the contract;
 - i) the Tenderer has duly completed and signed the **SBD 1, SBD 4, SBD 6.2 forms, SBD 8 and SBD 9**. Incomplete or unsigned or poorly completed forms will lead to a Tenderer being declared non responsive. No second chance will be afforded to a Tenderer to come and complete or sign an information.
 - j) Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.
 - k) The chosen Tenderer is registered and in good standing with the compensation fund or with a licensed preferred insurer;
 - l) The Tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.
 - m) the employer is reasonably satisfied that the chosen Tenderer will 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.
 - n) The Tenderer has duly completed and signed the Declaration Certificate for Local Production and Content (**SBD 6.2 form**) together with **Annexure C** (Local Content Declaration: Summary Schedule) and submitted the documents at the closing date and time of the Tender.
 - o) The SABS approved technical specification number SATS 12886:2011 and the Guidance on the Calculation of the local Content together with the Local Content Declaration Template (Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Annex C) are accessible to all potential Tenderers on the DTI's official website. <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.
 - p) the Tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply chain Management Tender committees will attempt to negotiate the offer with identified Tenderer/s to a reasonable amount. Tenderers are not allowed to increase their Tender offers during this process.
 - q) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the Tenderer has been attached (specific to this Tender) to the Tender submission; it must be duly signed by all directors and submitted the Tender. Only a duly authorised official can sign the Tender.
 - r) Prospective Tenderers must register on CSD prior submitting Tenders (open Tenders). Any prospective Tenderer 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 Tenderer/s will be afforded an opportunity to rectify their tax affairs within 7 days. A Tenderer that fails to rectify its tax matters with SARS will be eliminated.
 - s) The Tender will also be evaluated on designated sectors. Only locally produced goods or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered. The Tenderer must correctly complete and sign SBD 6.2 and Annexure C to declare the Local Production and Content. Details of designated sectors are detailed in the Tender documents.
 - t) **NOTE:** The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in Tenderer's Tender submission. If the Form of Offer and Acceptance has no value or figure, the Tenderer will be regarded as having made no offer.
 - u) The department reserves the right not to award the Tender 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 Tenderer has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.
5.17	The number of paper copies of the signed contract to be provided by the employer is 1.
	The additional conditions of Tender are: <ul style="list-style-type: none"> 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.
T.2.1	A. List of returnable documents
1	Documentation to demonstrate eligibility to have Tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated. <ul style="list-style-type: none"> Appropriate CIDB grading suitable for the works (as stated in 4.1). The Attach a list of past projects (minimum 3) (stating the name, amount, client name, project manager, duration, completion date) – reachable references. Attach a Bank rating. This is not an eliminating factor on evaluation of tenders but important for the department in order to make decision when doing risk analysis assessment only.
2	Returnable Schedules required for Tender evaluation purposes The Tenderer must fully and appropriately complete and sign the following returnable schedules as relevant: <ul style="list-style-type: none"> Record of Addenda to Tender Documents Proposed amendments and qualifications Compulsory Enterprise Questionnaire (JV partners must complete separate Questionnaire forms and submit). Compulsory Declaration Form SBD 1, 4, 8, 9, 6.1, 6.2, Annexure C and Compulsory Declarations forms Form of Offer and Acceptance Final Summary of Bills of Quantities or a complete Pricing Schedule Certificate of Authority for Joint Ventures, if applicable.
3	Other documents required for Tender evaluation purposes The Tenderer must provide the following returnable documents: <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 an EME or QSE can submit a duly signed a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths. For an entity Tendering as a joint venture, a valid consolidated B-BBEE Certificate meeting same requirements must be submitted with the Tender. 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. Tenderers are encouraged to either consolidate their B-BBEE point calculations or form joint ventures with partners which have the same level of B-BEE contribution or higher. 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. Tenderers are encouraged to either consolidate their B-BBEE point calculations or form joint ventures with partners which have the same level of B-BEE contribution or higher. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE. A CSD Report for a contractor with valid and correct information. From the preferred tenderer, a letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993) In order to be valid, the sworn affidavit must clearly indicate the latest financial year-end period.



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 Annexure C and SBD 6.2 • 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. 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. 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. In the case of a JOINT VENTURE/CONSORTIUM submitting a Tender, include <u>a resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorizing a member of the joint venture to sign the documents on behalf of the joint venture.</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. 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"> a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) 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) a member of:- <ol style="list-style-type: none"> a any municipal council; b any provincial legislature; or c the National Assembly or the National Council of Provinces; d) a member of the board of directors of any municipal entity; e) an official of any Department or municipal entity; f) an employee of any national or provincial department; g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); h) a member of the accounting authority of any national or provincial public entity; or i) an employee of Parliament or a provincial legislature.



	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.
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; b) the capacity in which that person is in the service of the state; and 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 5 (five) 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>Yes, refer to 5.11.9</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 (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable Tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in Tender process or documents</p> <p>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	Dispute resolution mechanism will be done through the Adjudication route.
15	<p>The department must when acting against the Tenderer or person awarded the contract on a fraudulent basis, consider the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
15	<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
- Compulsory Declaration form
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the Tender/ quotation is submitted by a joint venture) – N/A
- SBD 1, 4, 6.1, 8, 9, 6.2 and Annexure C (Local Production and Content)
- Certified copy of Original B-BBEE Status Level Verification certificate OR a valid original or certified copy of an Original Sworn Affidavit by a Commissioner of Oaths (**Annexure B**)

2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Final Summary (Bills of Quantities)
- Project References – at least 3. This is important for the department in order to make a decision and will lead to elimination of Tenders

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. This is not an elimination factor, but important for the department to make a decision when doing risk assessment.
- Schedule of Plant and Equipment. This is not an elimination factor, but important for the department to make a decision when doing risk assessment.
- Record of projects: current and on Tender. This is not an elimination factor, but important for the department to make a decision when doing risk assessment.
- Sub contract agreement (where applicable)
- Baseline Risk Assessment (not a disqualifying factor)

PART A

INVITATION TO TENDER

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS					
TENDER NUMBER:	SCMU5-19/20-0016 AMR INF	CLOSING DATE:	28 JANUARY 2020	CLOSING TIME:	11:h 00
DESCRIPTION	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION				
TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT					
CORNER OF SCHOLL AND AMALINDA MAIN ROAD AMALINDA BLOCK B BUILDING – RECEPTION AREA EAST LONDON					
TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR D MAGWALA		CONTACT PERSON	MR L MADUMANE	
TELEPHONE NUMBER	043 711 5798		TELEPHONE NUMBER	071 515 0149	
FACSIMILE NUMBER	043 711 5893		FACSIMILE NUMBER	043 711 5893	
E-MAIL ADDRESS	dumisani.magwala@ecdpc.gov.za		E-MAIL ADDRESS	lukhanyo.madumane@ecdpc.gov.za	
SUPPLIER INFORMATION					
NAME OF TENDERER					
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 YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS					



PART B

TERMS AND CONDITIONS FOR TENDERING

1. TENDER SUBMISSION:	
1.1.	TENDERS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE TENDERS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE TENDER DOCUMENT.
1.3.	THIS TENDER 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 TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	TENDERERS 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	TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE TENDER.
2.5	IN TENDERS 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 TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO TENDERS 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 TENDER INVALID.

SIGNATURE OF TENDERER:

CAPACITY UNDER WHICH THIS TENDER 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*
<i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>		
Section 5: Particulars of companies and close corporations		
Company registration number		
Close corporation number Tax reference number		
Section 6: The attached SBD 4 must be completed for each Tender and be attached as a Tender requirement.		
Section 7: The attached SBD 6.1 must be completed for each Tender and be attached as a requirement.		
Section 8: The attached SBD 8 must be completed for each Tender and be attached as a requirement.		
Section 9: The attached SBD 9 must be completed for each Tender and be attached as a requirement.		
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:		
i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;		
ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;		
iv) confirms that I / we are not associated, linked or involved with any other Tendering entities submitting Tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and		
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.		

Signed

Date

Name

Position

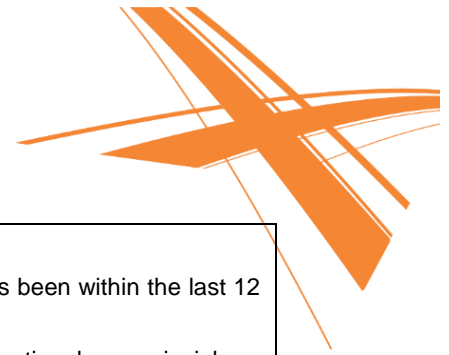


Compulsory Declaration

B

Compulsory Declaration

The following particulars must be furnished. In the case of a joint venture , a separate declaration in respect of each partner must be completed and submitted.	
Section 1: Enterprise Details	
Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	
Section 2: Particulars of companies and close corporations	
Company / Close Corporation registration number	
Section 3: SARS Information	
Tax reference number	
VAT registration number:	<i>(State Not Registered if not registered for VAT)</i>
Section 4: Central Supplier Database Registration Number	
Central Supplier Database Registration number <i>(Compulsory)</i>	
CIDB Registration number <i>(if applicable)</i>	



Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary



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

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

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

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

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

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

*insert separate page if necessary

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

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

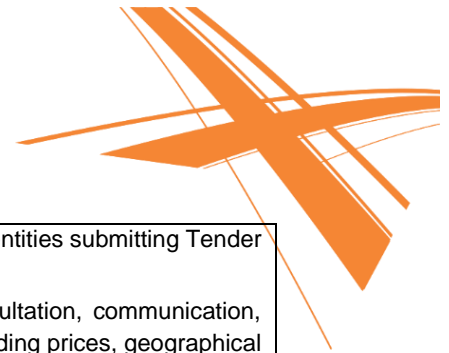
- Yes No (Tick appropriate box)

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

Section 9: Declaration

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

- i) neither the name of the Tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the Tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);



- iv) the Tendering entity is not associated, linked or involved with any other Tendering entities submitting Tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential Tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a Tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a Tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the Tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the Tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any Sub-Consultants who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

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

Signed

Date

Name

Position

Enterprise name

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

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

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

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

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

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



DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to Tender (includes an advertised competitive Tender, a limited Tender, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of Tenderer or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....



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

.....

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

2.9.1 If so, furnish particulars.
.....
.....
.....

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

2.10.1 If so, furnish particulars.
.....
.....
.....



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

2.11.1 If so, furnish particulars:

.....

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

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

4 DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

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

This preference form must form part of all Tenders 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, TENDERERS 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 Tenders:

- 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 Tender 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 80/20 preference point system will be applicable to this Tender.

1.3 Points for this Tender shall be awarded for:

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

1.4 The maximum points for this Tender 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 Tenderer to submit proof of B-BBEE Status level of contributor together with the Tender, 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 Tenderer, either before a Tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the 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) **“Tender”** 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 Tendering processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);



- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a Tenderer to provide goods or services in accordance with specifications as set out in the Tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of Tender invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- P_s = Points scored for price of Tender under consideration
- P_t = Price of Tender under consideration
- P_{min} = Price of lowest acceptable Tender

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 Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:



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

5. TENDER DECLARATION

5.1 Tenderers 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"/>
-----	--------------------------	----	--------------------------

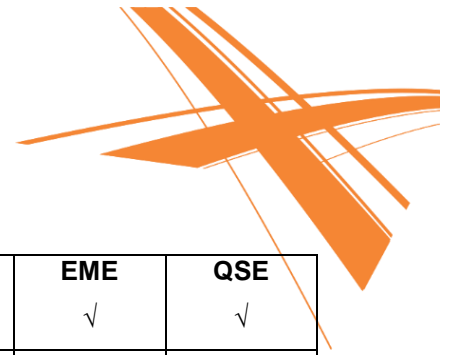
7.1.1 If yes, indicate:

- 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

.....

.....

.....

.....

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 Tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the Tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF TENDERDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Tendering Document (SBD) must form part of all Tenders 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, Tenderers must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such Tenders with the specific Tendering condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for Tenders referred to in paragraph 1.2 above, a two stage Tendering 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 Tender 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 Tender 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 Tender as indicated in paragraph 4.1 below.

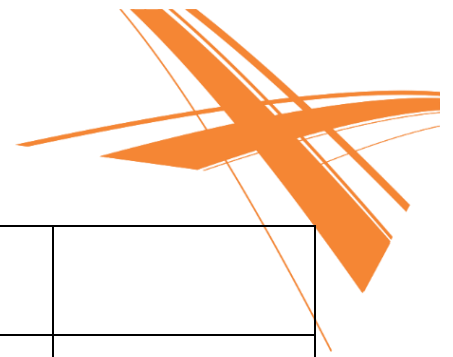
The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

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

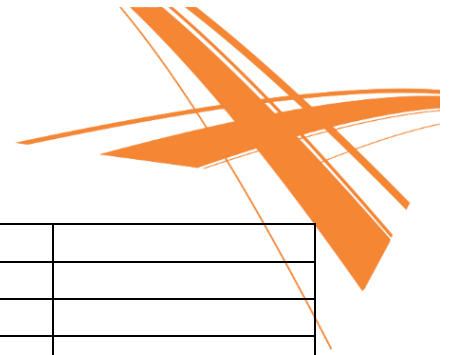


2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this Tender is/are as follows:

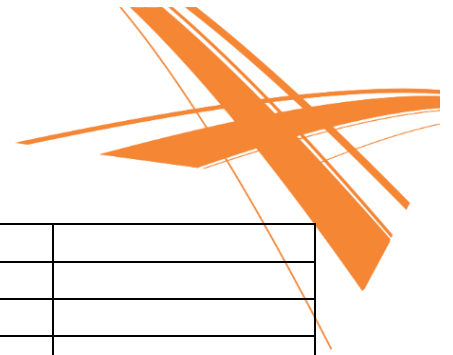
No.	Description of services, works or goods	Unit (e.g. m2, m3, ton, etc)	Quantity	Stipulated minimum threshold
1	Roof covering with pitch not exceeding 25°		200	
2	Ridge capping		50.00	
3	100mm SC barrel bolt with keep fixed to metal.		5.00	
4	Flat spring loaded cabinet hinges in brass finish		5.00	
5	AL5066E-06ASE10 Male indicator sign		1.00	
6	AL5066E-06ASE11 Female indicator sign		1.00	
7	AL5066E-06ASE14 Paraplegic toilet sign		1.00	
8	AL5066E-06ASE05 FHR sign		1.00	
9	SS5067-06SS push plate 152 x 178 x 2mm		2.00	
10	SS5089-300W kickplate 300mm high x 800mm wide x 1.6mm 304 grade stainless steel		5.00	
11	Union AL8722AS rubber tipped hat & coat hook		5.00	
12	Door sign with fifteen 30 mm letters drilled and screwed to door with chromium plated dome headed screws		10.00	
13	Natural anodised aluminium single curtain track including 14 rollers per metre, brackets, stopped ends, etc and plugged to face of wall		20.00	
14	Ditto but double curtain track		10.00	
15	Track approximately 440mm below nailed up ceiling.		30.00	
16	Extra for end plugged and screwed.		6.00	
17	Extra for radius bend.		5.00	
18	Kimberly Clark liquid soap dispenser (Code 427518)		5.00	



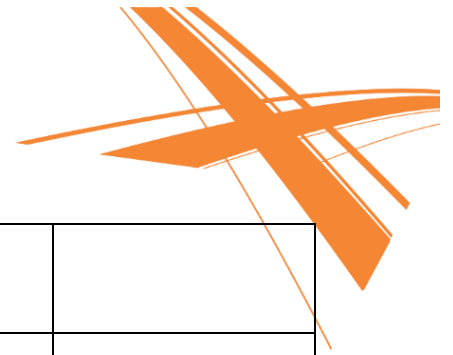
19	Kimberly Clark towel dispenser (Code 426510) fixed in		5.00	
20	Kimberly Clark lockable metal three roll toilet roll		5.00	
21	Kimberly Clark disposer bin (code 426213) in		5.00	
22	DL2 Stainless steel wall mounted side grab rail		1.00	
23	SR2 Stainless steel wall mounted rear grab rail around cistern		1.00	
24	100x75mm brass butt hinges		20.00	
25	3 x 25mm flat section brass dividing strip set on edges of screed between different floor finishes		20.00	
26	Check on all window handles, stays and casement replace missing ones and service them and leave them working properly		1.00	
27	Single gate		2.00	
28	Double Gate		2.00	
29	12mm Burst copper pipe including fittings and holderbats (exposed)		5.00	
30	19mm Ditto		5.00	
31	25mm Ditto		5.00	
32	32mm Ditto		5.00	
33	38mm Ditto		5.00	
34	50mm Ditto		5.00	
35	12mm Burst copper pipe including fittings, excavations		5.00	
36	and backfilling (underground)		5.00	
37	19mm Ditto		5.00	
38	25mm Ditto		5.00	
39	32mm Ditto		5.00	
40	38mm Ditto		5.00	
41	50mm Ditto		5.00	
42	12 mm Burst copper pipe including fittings, excavations,		5.00	
43	19mm Ditto		5.00	
44	25mm Ditto		5.00	



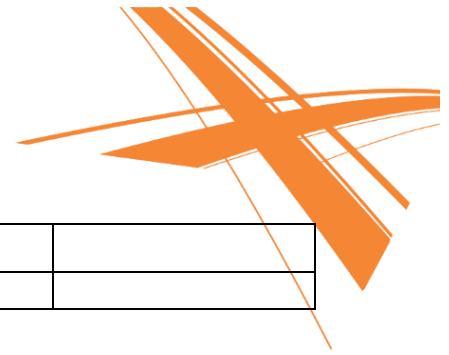
45	32mm Ditto		5.00	
46	38mm Ditto		5.00	
47	50mm Ditto		5.00	
48	12mm Burst copper pipe including fittings, hacking off		5.00	
49	19mm Ditto		5.00	
50	25mm Ditto		5.00	
51	32mm Ditto		5.00	
52	50mm Ditto		5.00	
53	15mm Burst "polycop" pipe including fittings and		5.00	
54	22mm Ditto		5.00	
55	28mm Ditto		5.00	
56	35mm Ditto		5.00	
57	42mm Ditto		5.00	
58	54mm Ditto		5.00	
59	15mm Burst galvanised pipe including fittings and holderbats - (exposed)		5.00	
60	20mm Ditto		5.00	
61	25mm Ditto		5.00	
62	32mm Ditto		5.00	
63	40mm Ditto		5.00	
64	50mm Ditto		5.00	
65	15 mm Burst Galvanised pipe including fittings,		5.00	
66	20mm Ditto		5.00	
67	25mm Ditto		5.00	
68	32mm Ditto		5.00	
69	40mm Ditto		5.00	
70	50mm Ditto		5.00	
71	15mm Burst galvanised pipe including fittings,		5.00	
72	20mm Ditto		5.00	
73	25mm Ditto		5.00	
74	32mm Ditto		5.00	
75	40mm Ditto		5.00	
76	50mm Ditto		5.00	
77	15mm Burst galvanised pipe including fittings,		5.00	
78	20mm Ditto		5.00	
79	25mm Ditto		5.00	
80	32mm Ditto		5.00	
81	40mm Ditto		5.00	
82	50mm Ditto		5.00	
83	20mm Burst class 12 UPVC pressure pipe - including		5.00	



84	25mm Ditto		5.00	
85	32mm Ditto		5.00	
86	40mm Ditto		5.00	
87	50mm Ditto		5.00	
88	63mm Ditto		5.00	
89	90mm Ditto		5.00	
90	110mm Ditto		5.00	
91	20mm Burst class 12 UPVC pressure pipe - including		5.00	
92	25mm Ditto		5.00	
93	32mm Ditto		5.00	
94	40mm Ditto		5.00	
95	50mm Ditto		5.00	
96	63mm Ditto		5.00	
97	90mm Ditto		5.00	
98	110mm Ditto		5.00	
99	90mm Ditto		5.00	
100	110mm Ditto		5.00	
	<u>Defective sewer pipe 100mm in diameter in ground not exceeding 1m deep including fittings, excavations and backfilling - uPVC, cast iron, fibre cement or earthenware)</u>			
101	150mm Ditto		5.00	
102	100mm Ditto, but n.e. 2m deep		5.00	
103	150mm Ditto, but not exceeding 2m deep		5.00	
	<u>Defective sewer pipe 100mm in diameter in ground not exceeding 1m deep below paved areas, including fittings, excavations and backfilling and making good(UPVC, castiron, fibre cement or earthenware)</u>			
104	150mm Ditto		5.00	
105	100mm Ditto, but n.e. 2m deep		5.00	
106	150mm Ditto, but not exceeding 2m deep		5.00	
107	32mm Copper pipe including all fittings and holderbats		5.00	
108	38mm Ditto		5.00	
109	50mm Ditto		5.00	



110	32mm Galvanised pipe including all fittings and holderbats		5.00	
111	12mm Copper		5.00	
112	19mm Ditto		5.00	
113	25mm Ditto		5.00	
114	32mm Ditto		5.00	
115	38mm Ditto		5.00	
116	50mm Ditto		5.00	
117	15mm Polycop		5.00	
118	22mm Ditto		5.00	
119	28mm Ditto		5.00	
120	38mm Ditto		5.00	
121	42mm Ditto		5.00	
122	54mm Ditto		5.00	
123	15mm Galvanised		5.00	
124	20mm Ditto		5.00	
125	25mm Ditto		5.00	
126	32mm ditto		5.00	
127	40mm Ditto		5.00	
128	50mm Ditto		5.00	
129	20mm Class 12 UPVC pressure pipe		5.00	
130	25mm Ditto		5.00	
131	32mm Ditto		5.00	
132	40mm Ditto		5.00	
133	50mm Ditto		5.00	
134	63mm Ditto		5.00	
135	32mm uPVC		5.00	
136	40mm Ditto		5.00	
137	50mm Ditto		5.00	
138	75mm Ditto		5.00	
139	110mm Ditto		5.00	
140	160mm Ditto		5.00	
141	Replace 12mm copper pipe with Class 12 uPVC pressure pipe including all fittings and holderbats		5.00	
142	19mm Ditto		5.00	
143	Replace stainless steel basin approx 550 x 400mm		1.00	
	<u>MANHOLE COVERS C.I.</u>			
144	Replace light weight double seal type including frame		1.00	
145	Ditto but without frame		1.00	
146	Replace heavy duty double seal type with frame		1.00	
147	Ditto but without frame		1.00	



	PVC TRAP			
148	100mm uPVC gully grating		1.00	

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

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

- 3.1 If yes, the rate(s) of exchange to be used in this Tender 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 Tender.

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

4. Where, after the award of a Tender, 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 TENDER 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 Tenderer.
- 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>. Tenderers should first complete Declaration D. After completing Declaration D, Tenderers should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the Tender documentation at the closing date and time of the Tender in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the Tenderers for verification purposes for a period of at least 5 years. The successful Tenderer 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 Tenderer entity),
the following:

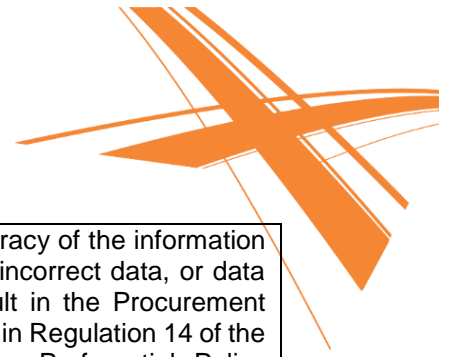
- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified Tender comply with the minimum local content requirements as specified in the Tender, and as measured in terms of 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:

Tender 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 Tender 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 Tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

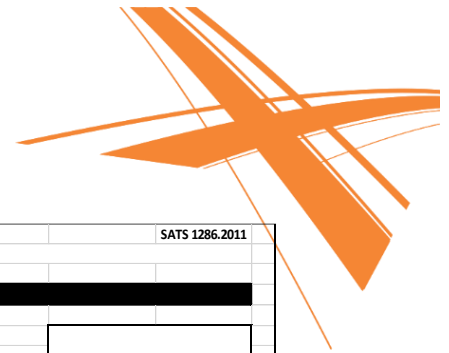
DATE: _____

WITNESS No. 1 _____

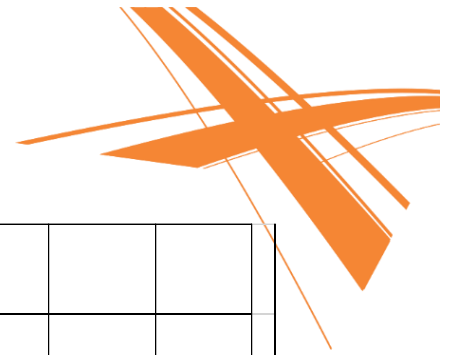
DATE: _____

WITNESS No. 2 _____

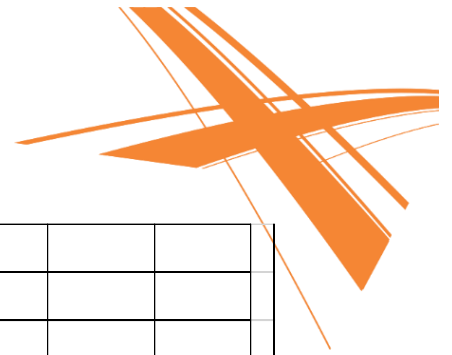
DATE: _____



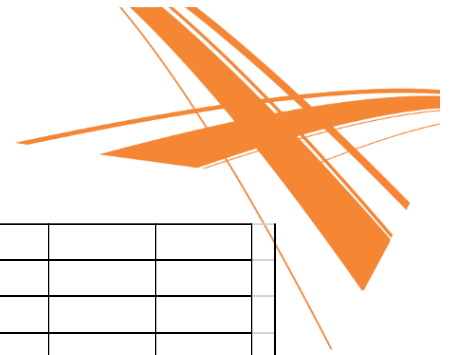
Annex C											SATS 1286.2011	
Local Content Declaration - Summary Schedule												
(C1)	Tender No.		SCMUS-19/20-0016 AMR INF					<div style="border: 1px solid black; padding: 5px;"> Note: VAT to be excluded from all calculations </div>				
(C2)	Tender description:		TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION									
(C3)	Designated product(s)		VALES, PVC PIPES AND STEEL PRODUCTS AND COMPONENTS FOR CONSTRU									
(C4)	Tender Authority:		DEPARTMENT OF PUBLIC WORKS									
(C5)	Tendering Entity name:											
(C6)	Tender Exchange Rate:		Pula <input type="text"/> EU <input type="text"/> GBP <input type="text"/>									
(C7)	Specified local content %		70% and 100%									
Calculation of local content								Tender summary				
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)	
1	Roof covering with pitch not exceeding 25°							200				
2	Ridge capping							50.00				
3	100mm SC barrel bolt with keep fixed to metal.							5.00				
4	Flat spring loaded cabinet hinges in brass finish							5.00				
5	AL5066E-06ASE10 Male indicator sign							1.00				
6	AL5066E-06ASE11 Female indicator sign							1.00				
7	AL5066E-06ASE14 Paraplegic toilet sign							1.00				
8	AL5066E-06ASE05 FHR sign							1.00				
9	SS5067-06SS push plate 152 x 178 x 2mm							2.00				
10	SS5089-300W kickplate 300mm high x 800mm wide x 1.6mm 304 grade stainless steel							5.00				
11	Union AL8722AS rubber tipped hat & coat hook							5.00				
12	Door sign with fifteen 30 mm letters drilled and screwed to door with chromium plated dome headed screws							10.00				
13	Natural anodised aluminium single curtain track including 14 rollers per metre, brackets, stopped ends, etc and plugged to face of wall							20.00				
14	Ditto but double curtain track							10.00				
15	Track approximately 440mm below nailed up ceiling.							30.00				
16	Extra for end plugged and screwed.							6.00				
17	Extra for radius bend.							5.00				
18	Kimberly Clark liquid soap dispenser (Code 427518)							5.00				
19	Kimberly Clark towel dispenser (Code 426510) fixed in							5.00				
20	Kimberly Clark lockable metal three roll toilet roll							5.00				
21	Kimberly Clark disposer bin (code 426213) in							5.00				
22	DL2 Stainless steel wall mounted side grab rail							1.00				
23	SR2 Stainless steel wall mounted rear grab rail around cistern							1.00				
24	100x75mm brass butt hinges							20.00				



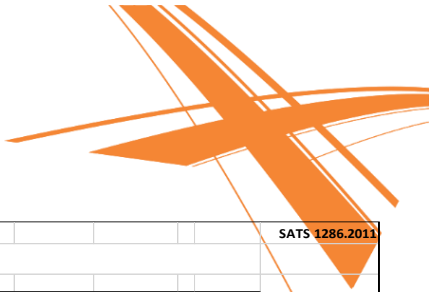
25	3 x 25mm flat section brass dividing strip set on edges of screed between different floor finishes								20.00			
26	Check on all window handles, stays and casement replace missing ones and service them and leave them working properly								1.00			
27	Single gate								2.00			
28	Double Gate								2.00			
29	12mm Burst copper pipe including fittings and holderbats (exposed)								5.00			
30	19mm Ditto								5.00			
31	25mm Ditto								5.00			
32	32mm Ditto								5.00			
33	38mm Ditto								5.00			
34	50mm Ditto								5.00			
35	12mm Burst copper pipe including fittings, excavations								5.00			
36	and backfilling (underground)								5.00			
37	19mm Ditto								5.00			
38	25mm Ditto								5.00			
39	32mm Ditto								5.00			
40	38mm Ditto								5.00			
41	50mm Ditto								5.00			
42	12 mm Burst copper pipe including fittings, excavations,								5.00			
43	19mm Ditto								5.00			
44	25mm Ditto								5.00			
45	32mm Ditto								5.00			
46	38mm Ditto								5.00			
47	50mm Ditto								5.00			
48	12mm Burst copper pipe including fittings, hacking off								5.00			
49	19mm Ditto								5.00			
50	25mm Ditto								5.00			
51	32mm Ditto								5.00			
52	50mm Ditto								5.00			
53	15mm Burst "polycop" pipe including fittings and								5.00			
54	22mm Ditto								5.00			
55	28mm Ditto								5.00			
56	35mm Ditto								5.00			
57	42mm Ditto								5.00			
58	54mm Ditto								5.00			
59	15mm Burst galvanised pipe including fittings and holderbats - (exposed)								5.00			
60	20mm Ditto								5.00			



61	25mm Ditto								5.00			
62	32mm Ditto								5.00			
63	40mm Ditto								5.00			
64	50mm Ditto								5.00			
65	15 mm Burst Galvanised pipe including fittings,								5.00			
66	20mm Ditto								5.00			
67	25mm Ditto								5.00			
68	32mm Ditto								5.00			
69	40mm Ditto								5.00			
70	50mm Ditto								5.00			
71	15mm Burst galvanised pipe including fittings,								5.00			
72	20mm Ditto								5.00			
73	25mm Ditto								5.00			
74	32mm Ditto								5.00			
75	40mm Ditto								5.00			
76	50mm Ditto								5.00			
77	15mm Burst galvanised pipe including fittings,								5.00			
78	20mm Ditto								5.00			
79	25mm Ditto								5.00			
80	32mm Ditto								5.00			
81	40mm Ditto								5.00			
82	50mm Ditto								5.00			
83	20mm Burst class 12 UPVC pressure pipe - including								5.00			
84	25mm Ditto								5.00			
85	32mm Ditto								5.00			
86	40mm Ditto								5.00			
87	50mm Ditto								5.00			
88	63mm Ditto								5.00			
89	90mm Ditto								5.00			
90	110mm Ditto								5.00			
91	20mm Burst class 12 UPVC pressure pipe - including								5.00			
92	25mm Ditto								5.00			
93	32mm Ditto								5.00			
94	40mm Ditto								5.00			
95	50mm Ditto								5.00			



95	50mm Ditto						5.00			
96	63mm Ditto						5.00			
97	90mm Ditto						5.00			
98	110mm Ditto						5.00			
99	90mm Ditto						5.00			
100	110mm Ditto						5.00			
	<u>Defective sewer pipe 100mm in diameter in ground not exceeding 1m deep including fittings, excavations and backfilling - uPVC, cast iron, fibre cement or earthenware</u>									
101	150mm Ditto						5.00			
102	100mm Ditto, but n.e. 2m deep						5.00			
103	150mm Ditto, but not exceeding 2m deep						5.00			
	<u>Defective sewer pipe 100mm in diameter in ground not exceeding 1m deep below paved areas, including fittings, excavations and backfilling and making good (UPVC, castiron, fibre cement or earthenware)</u>									
104	150mm Ditto						5.00			
105	100mm Ditto, but n.e. 2m deep						5.00			
106	150mm Ditto, but not exceeding 2m deep						5.00			
107	32mm Copper pipe including all fittings and holderbats						5.00			
108	38mm Ditto						5.00			
109	50mm Ditto						5.00			
110	32mm Galvanised pipe including all fittings and holderbats						5.00			
111	12mm Copper						5.00			
112	19mm Ditto						5.00			
113	25mm Ditto						5.00			
114	32mm Ditto						5.00			
115	38mm Ditto						5.00			
116	50mm Ditto						5.00			
117	15mm Polycop						5.00			
118	22mm Ditto						5.00			
119	28mm Ditto						5.00			
120	38mm Ditto						5.00			
121	42mm Ditto						5.00			
122	54mm Ditto						5.00			
123	15mm Galvanised						5.00			
124	20mm Ditto						5.00			
125	25mm Ditto						5.00			
126	32mm ditto						5.00			
127	40mm Ditto						5.00			
128	50mm Ditto						5.00			
129	20mm Class 12 UPVC pressure pipe						5.00			
130	25mm Ditto						5.00			



Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	SCMU5-19/20-0003 AMR INF		Note: VAT to be excluded from all calculations
(D2) Tender description:	REPAIRS AND RENOVATIONS AT DPW ELLIOTDALE CLUSTER OFFICES		
(D3) Designated Products:	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION		
(D4) Tender Authority:	DEPARTMENT OF PUBLIC WORKS		
(D5) Tendering Entity name:			
(D6) Tender Exchange Rate:	Pula	EU R 0.00 GBP R 0.00	

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				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)
NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
(D19) Total exempt imported value										R 0	This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				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)
NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
(D32) Total imported value by tenderer										R 0	

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				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										R 0.00	

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
NONE	NONE	NONE	NONE	NONE	NONE
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer

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

Date:

This total must correspond with Annex C - C 23



0				SATS 1286.2011																																																
Annex E																																																				
Local Content Declaration - Supporting Schedule to Annex C																																																				
(E1)	Tender No.	SCMU5-19/20-0003 AMR INF	Note: VAT to be excluded from all calculations																																																	
(E2)	Tender description:	REPAIRS AND RENOVATIONS AT DPW ELLIOTDALE CLUSTER OFFICES																																																		
(E3)	Designated products:																																																			
(E4)	Tender Authority:																																																			
(E5)	Tendering Entity name:																																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%; text-align: center;">Local Products (Goods, Services and Works)</th> <th style="width: 40%; text-align: center;">Description of items purchased</th> <th style="width: 20%; text-align: center;">Local suppliers</th> <th style="width: 15%; text-align: center;">Value</th> </tr> <tr> <td></td> <td style="text-align: center;">(E6)</td> <td style="text-align: center;">(E7)</td> <td style="text-align: center;">(E8)</td> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td colspan="3" style="text-align: right;">(E9) Total local products (Goods, Services and Works)</td> <td> </td> </tr> </tbody> </table>					Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value		(E6)	(E7)	(E8)																																					(E9) Total local products (Goods, Services and Works)			
Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value																																																	
	(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 mark-up	(Marketing, insurance, financing, interest etc.)																																																		
			(E13) Total local content R																																																	
			This total must correspond with Annex C - C24																																																	
 <u>Signature of tenderer</u>																																																				
 Date:																																																				

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Tendering Document (SBD) must form part of all Tenders 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, Tenderers 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)].

3. General Conditions

- 3.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 3.2. Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such Tender with the specific Tendering condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 3.3. Where necessary, for Tenders referred to in paragraph 1.2 above, a two stage Tendering 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.
- 3.4. A contract 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.
- 3.5. The local content (LC) expressed as a percentage of the Tender 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 Tender 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 Tender 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.

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



4. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this Tender 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	240	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 Tender 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 Tender.

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

4. Where, after the award of a Tender, 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 TENDER NO. SCMU5-18/19-0888.....

ISSUED BY: (Procurement Authority / Name of Institution):
DEPARTMENT OF PUBLIC WORKS.....

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 Tenderer.
- 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/industrial_development/ip.jsp. Tenderers should first complete Declaration D. After completing Declaration D, Tenderers should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the Tender documentation at the closing date and time of the Tender in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the Tenderers for verification purposes for a period of at least 5 years. The successful Tenderer 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 name) hereby declare, in my capacity as **DIRECTOR**.....of **PHONDO CONSTRUCTION**.....(name of Tenderer 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 Tender comply with the minimum local content requirements as specified in the Tender, and as measured in terms of SATS 1286:2011; and
- (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:

Tender 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 Tender 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 Tender 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: 23 Oct 2018 _____

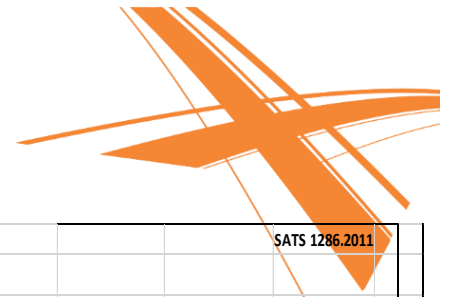
WITNES _____

DATE: 23 Oct 2018 _____

Witness No. 2 _____

DATE: 23 Oct 2018 _____

EXAMPLE ONLY



SATS 1286.2011


Annex C

Local Content Declaration - Summary Schedule

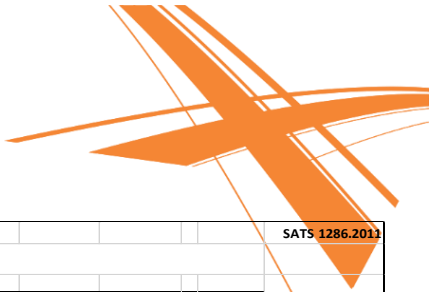
(C1) Tender No.	SCMUS-18/19-0888	Note: VAT to be excluded from all calculations
(C2) Tender description:	Construction of BHISHO JSS School	
(C3) Designated product(s)	Steel Products and Structures and Furniture	
(C4) Tender Authority:	Department of Public Works (EC)	
(C5) Tendering Entity name:	IPHONDO 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		

Signature of tenderer from Annex B


Date: 24-Oct-18

(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%



SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	SCMUS-18/19-0888	Note: VAT to be excluded from all calculations
(D2) Tender description:	Construction of BHISHO JSS School	
(D3) Designated Products:	Furniture products	
(D4) Tender Authority:	Department of Public Works (EC)	
(D5) Tendering Entity name:	IPHONDO CONSTRUCTION (PTY) LTD	
(D6) Tender Exchange Rate:	Pula _____ EU _____ GBP _____	

A. Exempted 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)
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	

(D19) Total exempt imported value R 0
This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer											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)
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	


(D32) Total imported value by tenderer R 0

C. Imported by a 3rd party and supplied to the Tenderer											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)
25	2mm Material fabric of a High back chair (1m x 2m)	No.	Walton Chinese fabric	\$12.00	R 14.00	R 168.00	R 37.00	R 35.00	R 240.00	262	R 62 868	

(D45) Total imported value by 3rd party R 62 868

D. Other 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	Total of foreign currency payments declared by tenderer and/or 3rd party
(D46)	(D47)	(D48)	(D49)	(D50)			(D51)
EFT	FNB	Walton Chinese fabric	\$12	R 14.00	R 168	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party R 168
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 62 868

Signature of tenderer from Annex B

Date: 24-Oct-18

This total must correspond with Annex C - C 23

DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer



CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This Standard Tendering Document (SBD) must form part of all Tenders¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Tendering (or Tender rigging).² Collusive Tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the Tender of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Tendering process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the Tender:

¹ Includes price quotations, advertised competitive Tenders, limited Tenders and proposals.

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

(Tender Number and Description)

in response to the invitation for the Tender made by:

(Name of Institution)

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

I certify, on behalf of _____ that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign the Tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) has been requested to submit a Tender in response to this Tender invitation;
 - (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer.
6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive Tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)



- (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a Tender;
 - (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
 - (f) Tendering with the intention not to win the Tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Tender invitation relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer



***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:

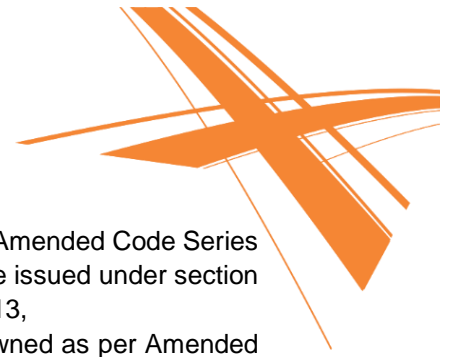
1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

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"> 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 _____, 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)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp



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

I, the undersigned,

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"> 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 _____, 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 TENDERER
(ATTACH HERE)



Form of Offer and Acceptance

Annex C (normative)

FORM OF OFFER AND ACCEPTANCE

Project title	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION
SCMU number	SCMU5-19/20-0016 AMR INF

OFFER

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

.....
The Tenderer, identified in the offer signature block, has examined the documents listed in the Tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....
Rand (in words);

R(in figures) (or
other suitable wording)

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

Signature

Name

Capacity

**for the
Tenderer**

.....
.....
(Name and address of organization)

Name and signature

of witness

Date



ACCEPTANCE

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

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the Tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

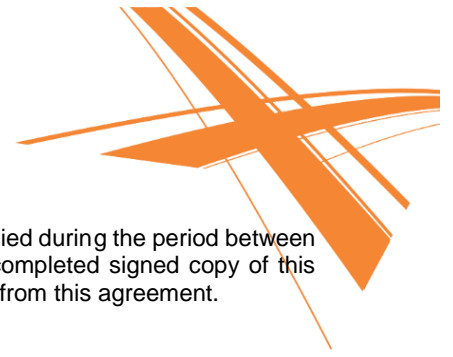
Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.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.

¹ As an alternative, the following wording may be used:

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



FINAL SUMMARY

Project title	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION
SCMU number	SCMU5-19/20-0016 AMR INF

SUMMARY OF SCHEDULE OF QUANTITIES			
Section	Description	From Page	Amount
1	Preliminaries		
2	Building Work		
3	Provisional Amounts		
Sub Total 1			
Less: Credit for old material (if applicable)			
Sub Total 2			
Add: Contingencies			
Add: Escalation			
Sub Total 3			
Add: 15% Value Added Tax to Sub Total 3			
TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE			



C

RECORD OF ADDENDA TO TENDER DOCUMENTS

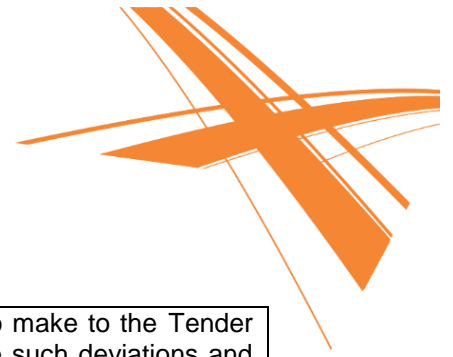
PROJECT TITLE	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION		
SCMU NUMBER	SCMU5-19/20-0016 AMR INF		
I / We confirm that the following communications received from the Department of Public Works before the submission of this Tender offer, amending the Tender documents, have been taken into account in this Tender 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 _____



D

PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

PROJECT TITLE	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION
SCMU NUMBER	SCMU5-19/20-0016 AMR INF

Page	Clause /Item	Proposal

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

Signed

Date

Name

Position

Enterprise name



E

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

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

sign all documents in connection with the Tender for Contract No. _____

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

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

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



F

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

PROJECT TITLE	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION
SCMU NUMBER	SCMU5-19/20-0016 AMR INF

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



G

SCHEDULE OF PROPOSED SUBCONTRACTORS

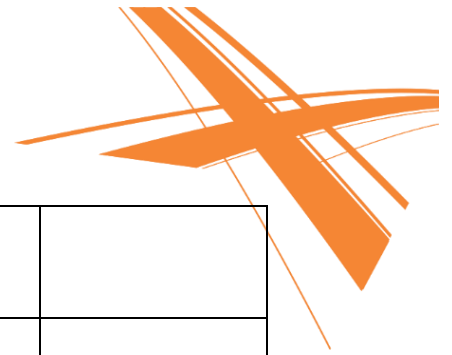
PROJECT TITLE	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION
SCMU NUMBER	SCMU5-19/20-0016 AMR INF

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

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

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

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



4					
5					

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

Signed

Date

Name

Position

Enterprise name



PROVISIONAL CONTRACT AGREEMENT FOR COMPULSORY SUB CONTRACTING (AS PER REGULATION 4 AND/OR 9 OF PREFERENTIAL PROCUREMENT POLICY REGULATIONS 2017)

ENTERED INTO BY AND BETWEEN

The Main contractor (name):
represented by
..... In his\her capacity
as..... Duly authorized thereto

AND

The sub-contractor (name)¹.....
represented by..... In his\her capacity as
a..... Duly authorized thereto
CSD NUMBER (SUB CONTRACTOR): MAAA.....
CIDB's CRS NUMBER (SUB CONTRACTOR):

for the Project
(name):.....
.....

PROJECT NUMBER: **SCMU5- 19/20-0016 AMR INF**

1. COMPANY DETAILS

A. MAIN CONTRACTOR

MAIN CONTRACTOR'S NAME :
PHYSICAL ADDRESS:.....
.....

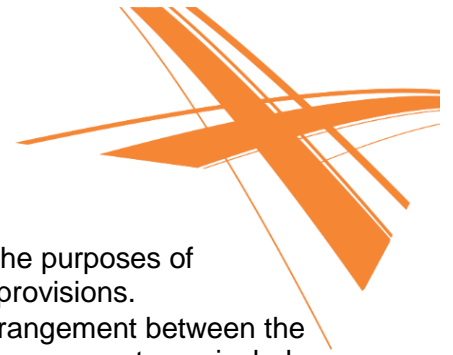
TELEPHONE:.....
FAX:.....

B. SUB CONTRACTOR

SUB CONTRACTOR'S NAME :
PHYSICAL ADDRESS:.....
.....

TELEPHONE:.....
FAX:.....

¹ Attach a CSD report, declare this on SBD 6.1 , CIDB Grade certificate and also attach a Sworn Affidavit (QSE/EME) or valid certified copy B-BBEE Certificate of this subcontractor



- <https://registers.cidb.org.za>) who are registered on the CSD for the purposes of compliance with the minimum 30% compulsory sub-contracting provisions.
- Tenderers or contractors must submit proof of subcontracting arrangement between the main Tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between main Tenderer and the subcontractor.
- The responsibility for inclusion of compulsory subcontracting clause in the Tender rests with the institution.
- The responsibility to sub-contract with competent and capable subcontractors rests with the main contractor/ supplier.
- Tenders must choose sub contractors who are registered in the suitable CIDB grading and suitable class of work for the amount selected for sub contracting.
- The contract will be concluded between the main contractor and the institution, therefore, the main contractor and not the sub-contractor would be held liable for performance in terms of its contractual obligations.
- Main contractors/ suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where primary contractor subcontracts with a subsidiary this must be declared in Tender documents.
- Tenders that do not meet subcontracting requirements are considered as being not acceptable Tenders and must be disqualified and may not be considered for further evaluation or award.
- The report containing the list of potential subcontractors may be drawn by accessing the following link: www.csd.gov.za

4. SIGNATURES

..... NAME OF REPRESENTATIVE OF MAIN CONTRACTOR	..... SIGNATURE
..... on behalf of the MAIN CONTRACTOR (NAME)	..... Date

AND

..... NAME OF REPRESENTATIVE OF MAIN CONTRACTOR	..... SIGNATURE
..... on behalf of the SUB CONTRACTOR (NAME)	..... Date

..... Witnesses	..... DATE
..... Witnesses	..... DATE



H

CAPACITY OF THE TENDERER

PROJECT TITLE	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION
SCMU NUMBER	SCMU5-19/20-0016 AMR INF

WORK CAPACITY: (The Tenderer is requested to furnish the following capacity particulars and to attach additional pages if more space is required. This is not an elimination factor, but important for the department to make a decision when doing risk assessment.

Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)

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

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

Signed:	.....	Date	.....
Name:	.....	Position	.....
Enterprise Name:			



I

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least one project successfully completed. Attach proof for each of the project provided. This is important for the department in order to make a decision when doing risk assessment and will lead to elimination of Tenders.

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.	OF PROJECT VALUE	DATE COMPLETED
1					
2					
3					

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

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

Signed

Date

Name

Position

Enterprise name



J

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Tenderers must submit a max one-page description of projects under construction/ on hold/ just handed over/ towards completion (if they exist). This is not an elimination factor, but important for the department to make a decision when doing risk assessment.

The description of each project must include the following information:

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

NO.		NAME OF PROJECT.	OF	NAME OF CLIENT.	OF	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1								
2								
3								
4								

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

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



K

PLANT AND EQUIPMENT

The Tenderer must provide full particulars of the following Assets: (Assets owned and to be hired - Indicate owned assets). Attach details of ownership of each of the plant & vehicle provided or hiring letter or provisional approval to hire. This is not an elimination factor, but important for the department to make a decision when doing risk assessment.

NO.	MACHINERY	PLANT	EQUIPMENT	VEHICLES
1				
2				
3				
4				
5				

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

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

Signed

Date

Name

Position

Enterprise name



L

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

(Any other client's Tender must also be included)

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

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

Signed

Date

Name

Position

Enterprise name



SCHEDULE OF TENDERER'S LITIGATION HISTORY

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

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

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

Signed

Date

Name

Position

Tenderer name



M

Evaluation Schedule 1 – Project Reference Forms - 1

Project title:	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION
Project Number:	SCMU5-19/20-0016 AMR INF

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a Construction/Building project that was completed successfully by the Tenderer. This is important for the department in order to make a decision and will lead to elimination of Tenders.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of Tenderer):
 Project name: _____
 Project location: _____
 Construction period: _____ Completion date: _____
 Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting “Yes” in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
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 _____ 20__.

Signature of principal agent

<p>COMPANY STAMP</p>

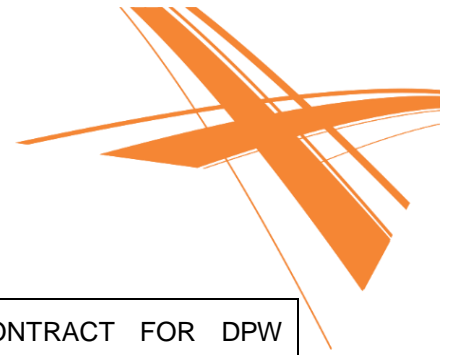
NOTE:

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

 Name of Tenderer

 Signature of Tenderer

 Date



Evaluation Schedule 2 – Project Reference Forms - 2

Project title:	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION
Project Number:	SCMU5-19/20-0016 AMR INF

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the Tenderer. This is important for the department in order to make a decision and will lead to elimination of Tenders.

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

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting “Yes” in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this Tenderer again:

YES	NO

C. Any other comments:



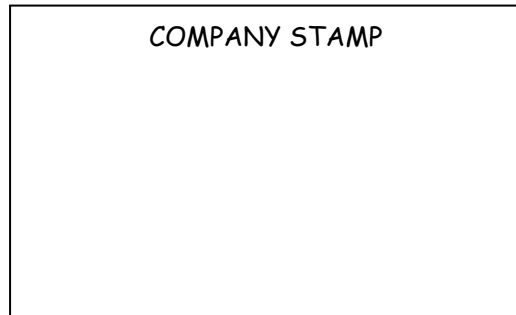
D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20__.

Signature of principal agent



NOTE:

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

Name of Tenderer

Signature of Tenderer

Date



Evaluation Schedule 3 – Project Reference Forms - 3

Project title:	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION
Project Number:	SCMU5-19/20-0016 AMR INF

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the Tenderer. This is important for the department in order to make a decision and will lead to elimination of Tenders.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of Tenderer):
 Project name: _____
 Project location: _____
 Construction period: _____ Completion date: _____
 Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting “Yes” in the relevant box below:

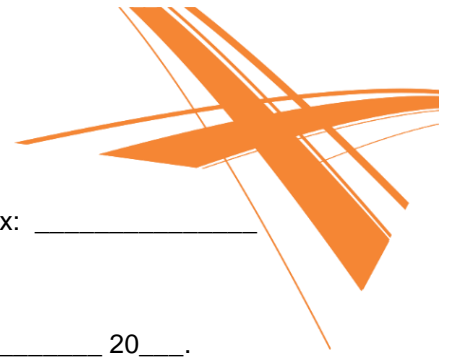
Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
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 _____ 20__.

Signature of principal agent

COMPANY STAMP

NOTE:

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

Name of Tenderer

Signature of Tenderer

Date

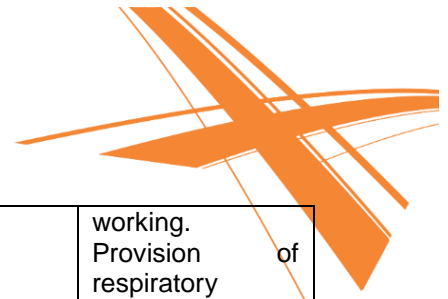


N

BASELINE RISK ASSESSMENT

PROJECT TITLE	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATOLE REGION
SCMU NUMBER	SCMU5-19/20-0016 AMR INF
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</i>	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Working at Heights	Fall of persons & material	Fatal/serious injuries. Strains, back injuries, slip or fall	Spillages	Being struck by material and debris	All persons working at heights to be issued with full body harness with a double lanyard for attaching
Climbing the ladder	Fall of persons, slipping and falls	Head, Body injuries, being struck by falling objects	Spillages	Being struck by falling material, slipping and falls	Warning signs, ladder to be placed inside the scaffold
Working on occupied premises	Electric shock, gas and water leaks,	Gas inhalation, tripping and falling	Ground pollution due to spillages	Tripping on electric cables, debris and material	Warning signs, communicating with the building occupier on live services & special requirements
Working on scaffolding	Falls of persons, collapse of structure, lightning strike/overhead cables	Fatal injuries, head, foot injuries, electric shock	Ground pollution due to collapse of structure	Unauthorised personnel entering scaffold area	Scaffold to be erected only by a competent person. Warning signs to be displayed to unauthorized entry to the scaffold area
Handling of materials	Uneven footing, falling materials	Strains, back injuries, low level trip, slip or fall	Falling material	Falling materials resulting in trip, slip and falls	Heavy objects to be carried by two employees. Induction and toolbox talks
Paint	Spillage resulting in slipping	Paint inhalation, respiratory	Spillage and ground pollution	Respiratory irritation and paint inhalation	Communicating with building occupiers for the right time of



		and skin irritation			working. Provision of respiratory masks & gloves for painters. Warning signs to be displayed at painted areas
Use of power tools	Dust, Noise, Vibration	Noise induced deafness, cuts to hands	Flying debris	Injury to body parts from flying debris	Warning signs to be displayed Provision of ear plugs Guards to be installed in moving machines to prevent flying debris Communicating with building occupiers for the right time of performing work

You can list all activities on a separate page to address this issue (the above table is just for reference purposes). The Contractor acknowledge and confirms that the above mentioned points will be observed when undertaking safety file requirements.

Signed

Date

Name

Position

Enterprise name



A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION
PROJECT DESCRIPTION (SCOPE)	MAINTENANCE
SCMU NUMBER	SCMU5-19/20-0016 AMR INF
CONTRACTOR NAME:	

1. Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
2. On monthly basis, the contractor will report the purchasing of any of this material.
3. The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

B. BUILDING MATERIAL LISTS– BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & RENOVATIONS)

ITEM	BUILDING MATERIAL (TYPE)	QUANTITY	ESTIMATE AMOUNT (Rands)
1	Aluminium doors and windows,		
2	Wooden doors,		
3	Windows and frames,		
4	Burglar-proofing,		
5	Metal Products,		
6	Bricks (all kinds),		
7	Cement		
8	Lintels (precast concrete),		
9	Paving blocks and bricks,		
10	Precast concrete kerbs,		
11	Tar products,		
12	Aluminium Shop Fronts (certain elements),		
13	Vinyl flooring,		
14	Ceramic tiles,		
15	Air conditioning units (some products),		
16	Fire Detection system,		



17	Dust Extraction products (some products),		
18	Ready Mix Concrete,		
19	Stone (all aggregates),		
20	Sand (for all purposes),		
21	PVC Tanks,		
22	Furniture (Offices),		
23	Fencing (certain products),		
24	Fencing Poles (all products),		
25	Roof Structure (timber and certain steel structures),		
26	Roof Covering (most roof products),		
27	Painting (for all purposes),		
28	Ceiling (most products),		
29	Partitioning (certain products),		
30	Branderings all products),		
31	Purlins (all products),		
32	Landscaping products (most products),		
33	Waterproofing products (some products),		
34	Rainwater goods (some products),		
35	Plumbing material (except Hi-Tech material which cannot be found in EC),		
36	Ironmongery (some products),		
37	Screws (some products),		
38	Skirting (most products),		
39	Cornices (most products),		
40	Blinds (most products),		
41	Electric (most products like lights, plugs, switches, etc.)		
42	Electric (most products like lights, plugs, switches, etc.)		
43	Aluminium gutters and accessories (most products).		
TOTAL			





TENDER

TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION

SCMU5-19/20-0016 AMR INF

NAME OF COMPANY:

CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 28 JANUARY 2020

TIME: 11h00

Department of PUBLIC WORKS
Corner of Scholl and Amalinda Main
Road
Amalinda
Block B Building- Reception Area
East London
5247

VOLUME 2 of 2



PART C1.2 CONTRACT DATA



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

Tender No : SCMU5-19/20-0016 AMR INF

Project title:	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION
Tender No:	SCMU5-19/20-0016 AMR INF

	<p>The Conditions of Contract are clauses 1 to 42 of the JBCC series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
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	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule contains all the variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the Tender documents. Both part 1 and part 2 form part of this agreement.</p> <p>Spaces requiring information must be filled in, shown as “not applicable” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in <i>[]</i> brackets.</p>
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42.0	Part 1: Contract Data completed by the Employer
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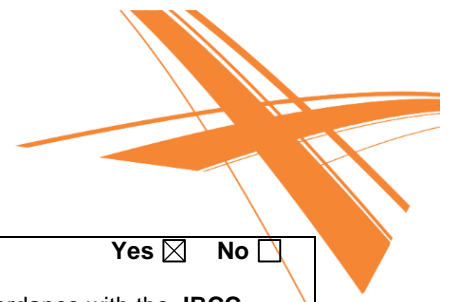
42.1	CONTRACTING AND OTHER PARTIES
42.1.1	<p>Employer: Department of Public Works Postal address: Private Bag X13004 EAST LONDON 5247 Tel: 0734254182 Fax: 043 711 5893 Physical address: Department of PUBLIC WORKS Corner of Scholl and Amalinda Main Road Amalinda Block B Building- Reception Area East London 5247</p>
[1.2]	



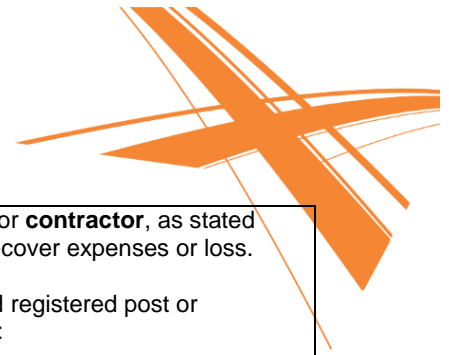
42.2	CONTRACT DETAILS
42.2.1 [1.1]	Works description: Refer to document C3 – Scope of Work.
42.2.2 [1.1]	Site description: Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[31.1 #] [31.11.2 #] [31.12.2#] [11.2.#] [31.4.2 #] [40.2.2.#] [26.1.2 #]	<p>1) Interest rate legislation: (a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p> <p>2) Lateral support insurance to be effected by the contractor:</p> <p>3) Payment will be made for materials and goods:</p> <p>4) Dispute resolution by adjudication Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>5) Extended defects liability period applicable to the following elements: Describe months (remember longer periods for external works, mechanical, etc.) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : Ten (10) working days.
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion shall be 24 months from the commencement date and the penalty per calendar day shall be 1.25 cents/R100 of estimate
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa

42.3	INSURANCES
42.3.2 [10.1#, 10.2 #, 12.1 #]	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
42.3.3 [11.1#, 12.1 #]	Public liability insurance to be effected by the contractor <input checked="" type="checkbox"/> For the sum of R 1 million With a deductible not exceeding 5% of each and every claim

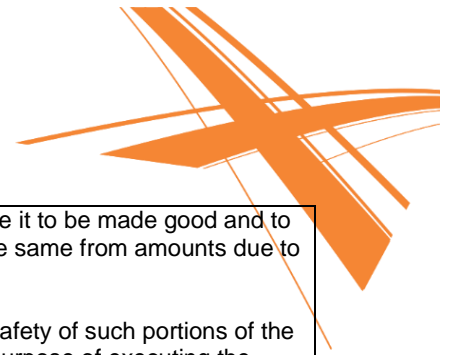
42.4	DOCUMENTS
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge.N/A
42.4.3	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (sixth edition as amended)
42.4.5 [3.4]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



<p>42.4.6 [31.5.3]</p> <p>[32.13]</p>	<p>The contract value is to be adjusted using CPAP Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities 2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Tenderers, will not be permitted 5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p style="text-align: center;">Alternative Indices: Not Applicable</p>
<p>42.4.7 [3.10]</p>	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause 1.1</p> <p>COMMENCEMENT DATE – means the date that the possession of the site is given to the contractor</p> <p>CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer’s construction guarantee form as selected in the schedule.</p> <p>CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion</p> <p>CORRUPT PRACTICE – means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Tenderer, and includes collusive practice among Tenderers (prior to and after the Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tenderer of the benefits of free and open competition.</p> <p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <p style="padding-left: 40px;">(a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p style="padding-left: 40px;">(b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p>



	<p>SECURITY – means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expenses or loss.</p> <p>1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:</p> <p>1.6.4 No clause</p> <p>3.2.1 A construction guarantee in terms of 14.0, where so elected in his Tender</p> <p>3.7 Add at the end thereof:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 200 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access to at all times.</p> <p>3.10 Replace the second reference to “principal agent” with the word “employer”</p> <p>4.3 No clause</p> <p>5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the principal agent and in terms of which the employer shall sign all documents</p> <p>10.5 Add the following as 10.5</p> <p style="text-align: center;">Damage to the works</p> <p>a) Without in any way limiting the contractor’s obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary</p> <p>b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works</p> <p>c) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6</p> <p>d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p> <p>10.6 Add the following as 10.6</p> <p style="text-align: center;">Injury to Persons or loss of or damage to Properties</p> <p>a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable</p> <p>b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable</p> <p>c) The contractor shall upon receiving a contract instruction from the principal agent cause the same to be made good in a perfect and workmanlike manner at his own cost</p>
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and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.

- d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 Add the following as 10.7

HIGH RISK INSURANCE

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

10.7.1 Damage to the works

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

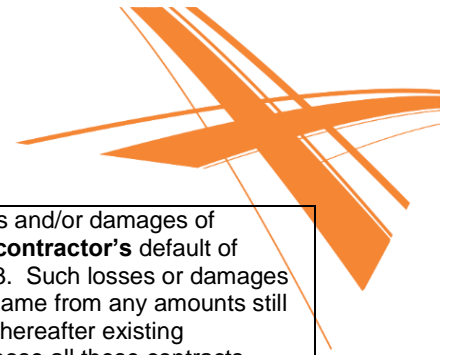
When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor’s** own costs

10.7.2 Injury to persons or loss of or damage to property

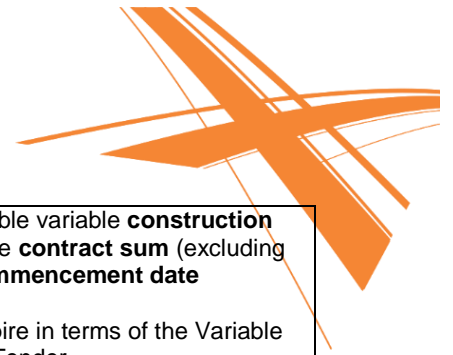
The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any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

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

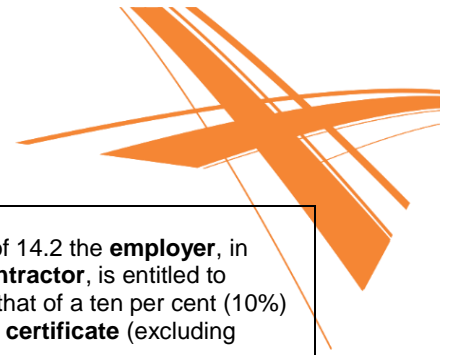
10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor’s** obligations in terms of the contract, the **contractor** shall, within twenty one (21) calendar days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



	<p>10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole</p> <p>14.0 Replace the entire clause 14.0 with the following:</p> <p>14.0 SECURITY</p> <p>14.1 In respect of contracts with a contract sum up to R1 million, the security to be submitted by the contractor to the employer will be as a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)</p> <p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p> <p>14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor</p> <p>14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor</p> <p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor</p> <p>14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor</p> <p>14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:</p>
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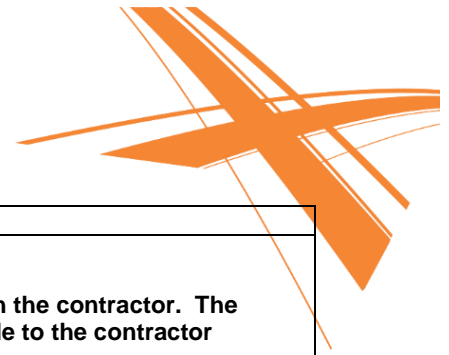
14.4.1	The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date
14.4.2	The variable construction guarantee shall reduce and expire in terms of the Variable Construction guarantee form included in the invitation to Tender
14.4.3	The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring
14.4.4	Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee
14.5	Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:
14.5.1	The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)
14.5.2	The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion
14.5.3	The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring
14.5.4	The payment reduction of the value certified in a payment certificate shall be in terms of 31.8(A) and 34.8
14.5.5	Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both
14.6	Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:
14.6.1	The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date
14.6.2	Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor
14.6.3	The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)
14.6.4	Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
14.7	Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:
14.7.1	The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B)
14.7.2	The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor
14.8	Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement



	<p>14.9 Should the contractor fail to furnish the security in terms of 14.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change payment VAT), the contractor's selected form of security to that of a ten per cent (10%) reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicable</p> <p>15.1.1 No clause</p> <p>15.1.4 Add 15.1.4 as follows: An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date</p> <p>15.2.1 Under 41: Amend to read as follows: "Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.2 and 15.1.4</p> <p>17.1.11 Remains</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 and 31.8</p> <p>31.8 Amend as follows:</p> <p>31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and of the materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p> <p>31.8(B) Where security is a payment reduction in term of 14.7 has been selected the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p>
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	<p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>31.12 Delete the following: "Payment shall be subject to the employer giving the contractor a tax invoice for the amount due."</p> <p>32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the 32.5.4 contractor" and 32.5.7</p> <p>33.2 Add the following clauses 33.2.9 to 33.2.13:</p> <p>33.2.9 the contractor's failure or neglect to commence with the works on the dates prescribed in the contract</p> <p>33.2.10 the contractor's failure or neglect to proceed with the works in terms of the contract</p> <p>33.2.11 the contractor's failure or neglect for any reason to complete the works in accordance with the contract</p> <p>33.2.12 the contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract</p> <p>33.2.13 the contractor's estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>34.13 Replace "seven (7) calendar days" with "twenty one (21) calendar days" and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due"</p> <p>36.3 Remove reference to "No clause", and replace "principal agent" with "employer"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of 37.5 this agreement either by the employer or the contractor; or for any reason and 38.7 whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)" And 38.5.4</p> <p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) working days of completion of such report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
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42.0	Part 2: Contract Data provided by the Contractor: POST-TENDER INFORMATION Note: All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives available to the contractor								
42.5 42.5.1	CONTRACT DETAILS Contractor: Postal address: Tel: Fax: E-mail: TAX / VAT Registration No: Physical address:								
42.5.2	The accepted contract sum inclusive of tax is R..... Amount in words:								
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate :								
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>								
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>								
42.5.7 [14]	The security to be provided by the contractor : (a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1 <table border="1" data-bbox="352 1541 1406 1809"> <tr> <td data-bbox="352 1541 1166 1599">(1) cash deposit of 10 % of the contract sum</td> <td data-bbox="1166 1541 1406 1599">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td data-bbox="352 1599 1166 1657">(2) payment reduction of 10% of the value certified in the payment certificate</td> <td data-bbox="1166 1599 1406 1657">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td data-bbox="352 1657 1166 1715">(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</td> <td data-bbox="1166 1657 1406 1715">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td data-bbox="352 1715 1166 1809">(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</td> <td data-bbox="1166 1715 1406 1809">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table> (b) in respect of contracts above R1 million, the contractor will provide, as security , one of the following: NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.	(1) cash deposit of 10 % of the contract sum	Yes <input type="checkbox"/> No <input type="checkbox"/>	(2) payment reduction of 10% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>	(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>	(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>
(1) cash deposit of 10 % of the contract sum	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(2) payment reduction of 10% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>								
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period: from to								



42.6	DOCUMENTS																
42.6 .1	Contract documents marked and annexed hereto:																
	Priced bills of quantities:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">Yes <input type="checkbox"/></td> <td style="width: 20%; text-align: center;">No <input type="checkbox"/></td> <td>Document marked as</td> </tr> <tr> <td colspan="2">Lump sum document:</td> <td>Document marked as</td> </tr> <tr> <td colspan="2">Guarantees:</td> <td>Document marked as</td> </tr> <tr> <td colspan="2">Contract drawings:</td> <td>Document marked as</td> </tr> <tr> <td colspan="2">Other documents</td> <td>(attach additional pages if more space is required)</td> </tr> </table>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Document marked as	Lump sum document:		Document marked as	Guarantees:		Document marked as	Contract drawings:		Document marked as	Other documents		(attach additional pages if more space is required)
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Document marked as															
Lump sum document:		Document marked as															
Guarantees:		Document marked as															
Contract drawings:		Document marked as															
Other documents		(attach additional pages if more space is required)															
	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>																

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



C1.3 CIDB ADJUDICATOR'S AGREEMENT

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

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

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

* Delete as necessary

IT IS NOW AGREED as follows:

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

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

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

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

Witness _____
 Name: _____
 Address: _____

Witness: _____
 Name _____
 Address: _____

Witness: _____
 Name: _____
 Address: _____

Date: _____

Date: _____

Date: _____



Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 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



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

IN

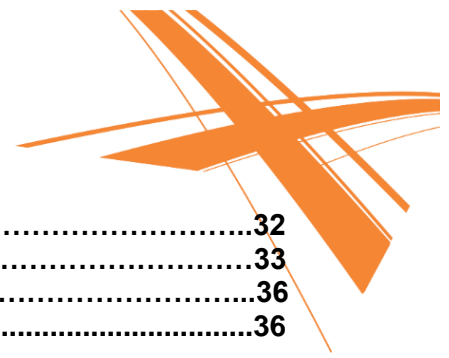
**CONSTRUCTION PROJECTS, REPAIRS, RENOVATIONS &
MAINTENANCE**

**IMPLEMENTED BY THE DEPARTMENT OF
PUBLIC WORKS**



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1. PREAMBLE

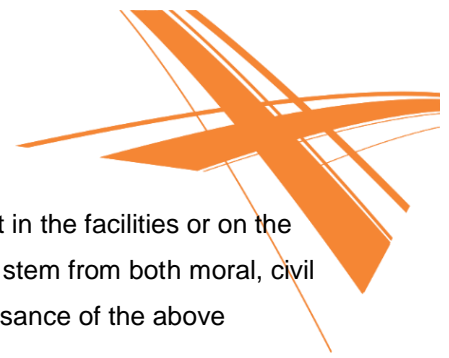
In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and 5(1) construction regulation of 2014, the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a Tender or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department



and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

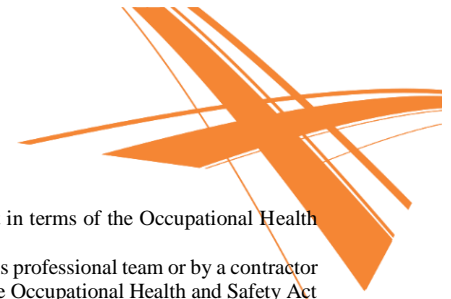
This health and safety specification in respect of a construction work contract:

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

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

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

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



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

3. PURPOSE

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

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

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) the Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 6, 7 and 8 of the construction regulation (2014).

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

General

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



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

The contractor shall ensure that:

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

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

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

4. DEFINITIONS

The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

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

Accident – means unplanned occurrence that happens due to the unsafe condition and may cause injury to a person, damage to the property, material, plant, equipment and the environment;

Agent – means any person who acts as a representative for a client. The word agent, in some instances, may be used interchangeable with the Construction Health and Safety Agent, the distinguishing factor will be on the role expected to be played by the agent mentioned. For example, all H&S related issues (audits, inspections, and/or reports) are done by the Construction Health and Safety Agent, whilst the accountability of overall project success or portions of the work is done by the Agent i.e. Principal Agent or Project Manager or Engineer.

Client means Department of Public Works



Competent person means a person who-

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

Construction Health & Safety Agent (SACPCMP) – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the clients behalf in terms of the construction regulations. *Pr.CHSA* means a competent person who acts as a representative for a Client in terms of regulation (5)5.

Contract Amount” Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the contractor.

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

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

competent person: any person who:

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

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

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

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

employer’s health and safety agent: the person appointed as agent by the employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer’s agent responsible for health and safety matters. **This is a Construction Health & Safety Agent**

(SACPCMP)” – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the clients behalf in terms of the construction regulations.

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



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

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

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

Construction work means any work in connection with –

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

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

CR refers to the Construction Regulations 2014.

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

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

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

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

H&S – health and safety

hazard: a source of or exposure to danger

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

Health and Safety File – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

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

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

healthy: free from illness or injury attributable to occupational causes



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

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

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

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

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

Practical Completion Certificates- A certificates issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

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

reasonably practicable: practicable having regard to:

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

risk – means the likelihood that harm will occur and the subsequent consequences.

“Risk assessment” – means a process to determine any risk associated with any hazard at a construction site in order to identify the steps needed to be taken to mitigate, reduce or control such hazards.

safe: free from any hazard

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



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

structure:

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

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

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

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

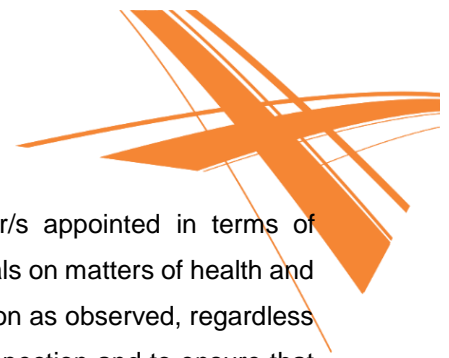
workplace: any premises or place where a person performs work in the course of his employment

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. *Overall Supervision and Responsibility for OH&S*

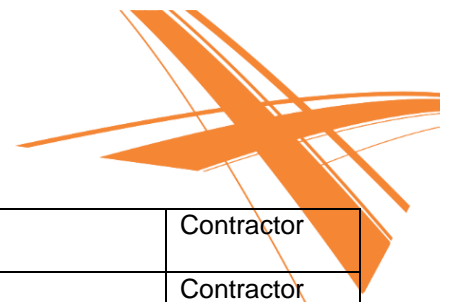
- a) The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- b) The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- c) All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).



- d) The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- e) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.12 Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	3.	Application Construction work permit	Client
2.	5(1)(k)	Principal contractor for each phase or project	Client
3.	5(6)	Construction Health & Safety Agent	Client
4.	7.(1)(c)	Contractor	Principal Contractor
5.	7(3)	Contractor	Contractor
6.	8(1)	Construction manager	Contractor
7.	8(2)	Assistance Construction manager	Contractor
8.	6(1)	Construction supervisor	Contractor
9.	6(2)	Construction supervisor sub-ordinates	Contractor
10.	8(5)	Construction Safety Officer	Contractor
11.	8(8)	Responsible employee	
12.	9(1)	Person to carry out risk assessment	Contractor
13.	10(1)	Fall protection planner	Contractor
14.	12(1)	Temporal work designer	
15.	12(2)	Supervisor of temporal work operation	
16.	13(1)	Excavation supervisor	Contractor
17.	13(2)(k)	Competent person in the use of explosive for excavations	Contractor
18.	14(11)	Explosives expert	Contractor
19.	14(1)	Supervisor demolition work	Contractor



20.	14(2)	Scaffold supervisor	Contractor
21.	16(1)	Suspended platform supervisor	Contractor
22.	18(1)a	Rope access	Contractor
23.	19(8)(a)	Material hoist inspector	Contractor
24.	20(1)	Bulk mixing plant supervisor	Contractor
25.	21(2)	Explosive actuated fastening device inspector	Contractor
26.	21(2)(g)	Explosive actuated fastening device cartridge, nails and studs: issuer & collector	Contractor
27.	23 (1)	Operator : construction vehicle and mobile plant	Contractor
28.	28 (a)	Stacking and storage supervisor	Contractor
29.	29 (h)	Fire equipment inspector	Contractor

5.2 **Communication, Participation & Consultation**

- 5.2.1 Occupational Health & Safety matters/issues shall be communicated between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.
- 5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.



6. INTERPRETATION

- a) The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.
- b) Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.
- c) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the “owner” of a construction or operational project, the “owner” being regarded as the employer.
- d) The position taken by the Construction Regulations is that the “owner”, in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the “client” are seen to be in two categories, i.e. the Principal Contractor and Contractors.
- e) The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.
- f) The words **Principal Contractor** and **Contractor** in this document are used interchangeable, unless clearly expressed otherwise to mean something else e.g. when used to describe roles, responsibilities, functions, acts or omissions of the sub-contractor(s).

7. RESPONSIBILITIES

7.1 Client

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.
- c) The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
 - have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;



- have failed to implement or maintain their health and safety plan;
- have executed construction work which is not in accordance with their health and safety plan; or
- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 Principal Contractor

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a “Notification of Construction Work” form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- d) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Potential Principal Contractor shall, in submitting his Tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of Tender upon which a Tenderer’s offer is based.)
- g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction



Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

- j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- k) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 Contractor / sub-contractor

The contractor must demonstrate to the Principal Contractor that he has the necessary competencies and resources to perform the construction work safely.

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

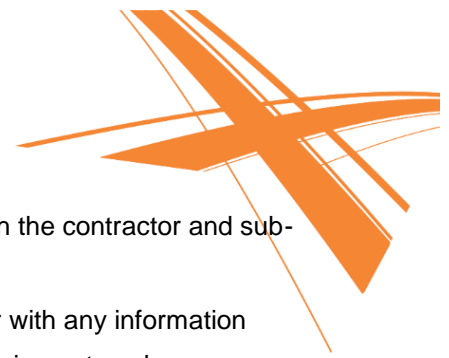
Due to fact that this document is based on legislative requirements, the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.

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

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

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

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



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

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

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

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

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

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

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

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



The contractor shall ensure that:

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

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

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

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

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

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

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

7.4 Construction supervisors

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

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

7.5 Competent persons

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

- formwork and support work operations;
- excavation work;



- demolition work;
- scaffolding work operations;
- suspended platform work operations;
- material hoists;
- bulk mixing plants;
- temporary electrical installations;
- the stacking and storage of articles on the site; and
- fire equipment.

The contractor shall appoint in writing competent persons to:

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

6. Appointment of a Fulltime/ Part time Safety Officer

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

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

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

7.6 Construction Health & Safety Agent (SACPCMP)

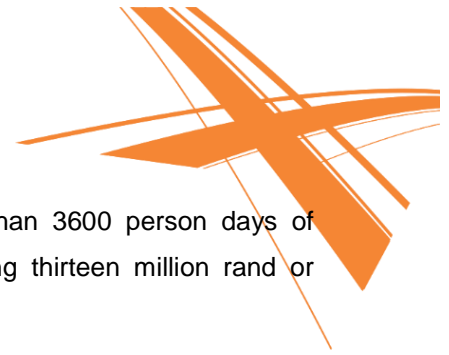
The construction Health & Safety Agent act as a link between the client, Principal Contractor and the project team members with respect to health & Safety, They are required to ensure that the client carry out its H&S responsibilities in terms of Legislation as well as to co-ordinate and ensure good H&S practices are maintained throughout the duration of the project. In many cases this role starts from project

Initiation to project close-out.



- a) H&S competence: In the event that the client is unable to satisfy the requirements of the Construction Regulations for whatever reasons, the construction H&S agent may be appointed to perform these functions on behalf of the client. Given the need to appoint a registered construction H&S agent that is competent and adequately resourced with respect to H&S matters.
- b) H&S goals: It is important that the construction H&S agents demonstrate clearly to clients how they are going to contribute to the achievement of any client H&S goals and objectives. They should also set their own H&S goals.
- c) H&S responsibilities: Prior to accepting the H&S agent appointment from clients, H&S agents need to ensure that they brief clients fully on the client's particular responsibilities in terms of the OH&SA of 1993 and Construction Regulations as amended from time to time. In the absence of acceptance by clients of these responsibilities, H&S agents will not be able to adequately meet their own H&S responsibilities and duties.
- d) H&S information: H&S agents must provide the designer or design team with all H&S information to enable them to conduct a design HIRA to identify the significant hazards that need to be included in the H&S specification. This information may be gathered from multiple sources such as, for example, discussion with the client, previous historical use of the site or facility, previous surveys and investigations and past H&S files.
- e) The employer's health and safety agent shall:
 - audit the contractor's compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;
 - accept or reject the contractor's health and safety plans, giving reasons for rejecting such plans;
 - monitor the effective implementation of all safety plans;
 - conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;
 - visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the contractor or any of the contractor's subcontractors with a copy to the contract manager and, where relevant, to the contractor.
- f) The contractor shall invite the employer's health and safety agent to audit compliance with the requirements of this specification before commencing with any physical construction activity on the site.
- g) Other duties of a H&S is to ensure that, where applicable, the following is attended to:
 1. **Application for a Construction Work Permit Number** *(as per DoL Chief Inspector, July 2018)*.

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out **apply to the provincial director in writing for a construction work permit to perform construction work** if the intended construction work starts on or after the



7th of August 2018 and exceeds 365 days; will involve more than 3600 person days of construction work; or the works contract in of a value exceeding thirteen million rand or Construction Industry Development Board (CIDB) grading level 7.

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

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

2. Tenderer's responsibility:

The Tenderer (meeting the above criteria) must ensure that they attach a certified copy of the **SACPCMP** Certificate for a Registered Construction Manager together with their OHSE Plans.

7.6 Responsibilities towards employees and visitors

1. The contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.
2. The contractor shall ensure that all employees under his or her control and the employees of his subcontractors who are performing construction work are:
 - informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
 - issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.
3. The contractor shall cause a record of training to be kept which indicates the training dates, the names, identity numbers and job description of all those who attended such training and the name, identity number and competence of the person who provided the training.



4. The contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
5. The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:
 - a. undergoes health and safety instruction pertaining to the hazards prevalent on the site;
 - an
 - b. is provided with the necessary personal protective equipment.
6. The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:
 - a. unauthorized entrance prohibited;
 - b. signage to indicate what personal protective equipment is to be worn; and
 - c. activity related signs.
7. The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

7.8 Design of temporary work

The contractor shall:

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

7.9 Notification of intention to commence construction work

- i. The contractor shall on sites where no construction work permit has been issued by the Provincial Director of the Department of Labour notify such director in writing using a form similar to that contained in Annexure 2 of the Construction Regulations issued in terms of the Act before construction work commences and retain proof of such notification in the health and safety file where the work includes:
 - a. excavation work;
 - b. working at height where there is a risk of falling;
 - c. the demolition of a structure;



- d. the use of explosives; or
 - e. a single storey dwelling for a client who is going to reside in such dwelling upon completion
- ii. The contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.
 - iii. The contractor shall ensure that no asbestos.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the Tender documents, this amongst all includes for example:

- a) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.
 - Site clearance
 - Site hoarding, demarcation and demolition works
 - excavations, filling, compaction, evening surface
 - Piling (by drilling, excavating,)
 - Temporal works
- b) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of any bridge, dam, canal, road, railway, runaway, sewer, or water reticulation system or any civil engineering structure or type of work
- c) Construction of a new two storied Administration building.
 - Preparation of site by leveling, compaction etc.
 - Excavations for parking areas/services

9. PREPARING A HEALTH & SAFETY PLAN

- (a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of contractors at the workplace at any one time) and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers on construction site.
- (b) The plan must be implemented, maintained and kept up to date during the construction of the project.
- (c) The principal contractor should prepare a H&S plan that includes
 - project information;
 - client requirements for H&S management on the project;Environmental restrictions and existing on-site risks arrangements, imposed by others or developed by the principal contractor, to control significant site



(d) The H&S plan should include the following information:

- details of the client, that is the person commissioning the construction work, for example their name, representative and contact details;
details of the principal contractor;
- details of the construction project, for example address of the workplace, anticipated start and end date and a brief description of the type of construction work that the H&S plan will cover;
- details on how subcontractors will be managed and monitored, including how the principal contractor intends to implement and ensure compliance with the H&S plan such as checking on the performance of subcontractors and how non-compliance will be handled; and
- details on how the risks associated with falls, falling objects, moving plant, electrical work and all high risk construction work that will take place on a construction project will be managed.

(e) The H&S plan should also include information on:

- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
- the safe use and storage of plant;
- the development of a construction project traffic management plan;
- obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
- workplace security and public safety; and
- ensuring workers have appropriate licences and training to undertake the construction work.

(f) The H&S plan must contain:

- a general description of the type of work activities involved in the project and not just a description of the facility to be constructed;
- the project program or schedule details, including start and finish dates, showing principal activities;
- details of client, design team, principal contractor, subcontractors, and major suppliers; and
- extent and location of relevant existing records, surveys, site investigation and geotechnical reports, 'as-built' plans, H&S files.

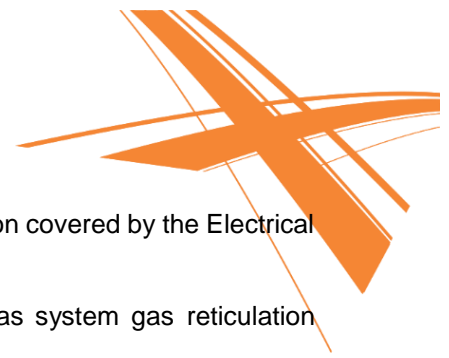


10. HEALTH AND SAFETY FILE

- a) The H&S file is a document prepared by the principal contractor containing important project H&S information for use by the owner of the completed structure after construction has been completed.
- b) The principal contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- c) The Principal Contractor must, in terms of Construction Regulation 7(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- d) The contractor must ensure that the client's format and layout of the H&S file is adhered to. The contractor must identify the responsible person that will prepare the H&S file and who will be responsible for the drafting of as-built drawings. The contractor must establish procedures:
- e) The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.
- f) The contractor shall establish and maintain on site a health and safety file which contains copies, as relevant of:

the following documents which shall be placed in the file prior to commencing with physical construction activities:

- copy of the contraction work permit issued in terms of the Construction Regulations 2014;
- the contractor's health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
- copies of all risk assessments that were conducted.
- the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;
- the letters of appointment, as relevant, together with a brief curricula vita (CV) of:
 - the construction manager and any assistant construction managers;
 - the construction health and safety manager
 - the construction health and safety officer
 - the risk assessor who is tasked to perform the risk assessments; and



- the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
 - the authorised persons responsible for gas appliances, gas system gas reticulation system covered by the Pressure Equipment Regulations;
- g) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
- h) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;
- i) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;
- j) the preliminary hazard identification undertaken by a competent person;
- k) the organogram which outlines the roles of the construction supervisor's assistants and safety officers; and
- l) the contractor's health and safety plan;
- m) the emergency procedures;
- n) the procedure for the issuing and replacement of lost, stolen, worn or damaged personal protective clothing and equipment; and
- o) proof that the contractor and all the subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
- p) the following documents, as relevant, which shall be placed in the file after construction activities have commenced;
- q) the letters of appointments, if relevant, together with a brief curricula vita (CV) of:
- persons who are required to assist the construction supervisor;
 - construction supervisor for the site in respect of construction work covered by the Construction Regulations;
 - competent persons;
 - assistants of construction supervisor; and
 - designers of temporary works;.
- r) any revisions to the organogram which outlines the roles of the construction supervisor's assistants and safety officers;
- s) each and every subcontract agreement and each and every subcontractor's approved health and safety plan;
- t) proof that the every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
- u) proof of all subcontractor's induction training whenever it is conducted;
- v) copies of the minutes of the contractor's subcontractors health and safety meetings;



- w) copies of each of the contractor's subcontractors' health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
- x) the health and safety plans of all the contractor's subcontractors who are required to provide such plans;
- y) copies of the fall protection plan and each revision thereof;
- z) a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;
- aa) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;
- bb) any report made to an inspector by the health and safety committee;
- cc) the minutes of all health and safety meetings and any recommendations made to the contractor by the health and safety committee;
- dd) the findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;
- ee) the inputs of the safety officer, if any, into the health and safety plan;
- ff) details of induction training conducted whenever it is conducted including the list of attendees;
- gg) proof of the following where suspended platforms are used:
 - a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
 - proof of competency of erectors, operators and inspectors;
 - proof of compliance of operational design calculations with requirements of the system design certificate;
 - proof of performance test results;
 - sketches indicating the completed system with the operational loading capacity of the platform;
 - procedures for and records of inspections having been carried out;
 - procedures for and records of maintenance work having been carried out;
 - proof that the prescribed documentation has been forwarded to the provincial director;
- hh) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;
 - ii) a copy of risk assessments made by competent persons;
 - jj) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;
 - kk) the names of the first aiders on site and copies of the first aid certificates of competency;
 - ll) the names of the persons the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;



- mm) medical certificates of fitness for the contractor's and subcontractors' employees specific to the construction work to be performed and issued by an occupational health and safety practitioner:
- a. details of all incidents together with the Contractor's investigative report on such incident;
 - b. the record of inspections carried out by the designers of structures to ensure compliance with designs; and
- nn) any other documentation required in terms of regulations issued in terms of the Act including a record of all drawings, designs, materials used and other similar information concerning the completed structure;.
- oo) The health and safety file shall be made available for inspection by any inspector, subcontractor, the contract manager, the employer's health and safety agent or employee of the contractor upon the request of such persons.
- pp) The health and safety file shall be updated to ensure that its contents always reflect the latest available information.
- qq) The contractor shall hand over a copy of the health and safety file to the employer's health and safety agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

11.OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

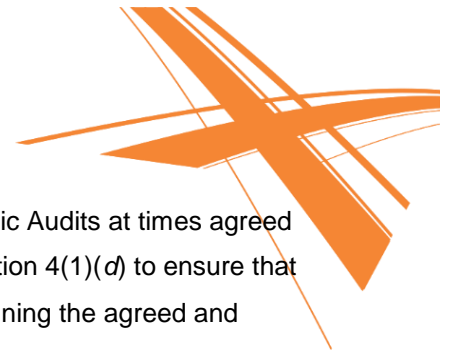
The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11.1 IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS.

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

11.1.1 Monthly Audit by Client and/or its H&S Agent.



The Client and/or its H&S Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

- a) A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

11.1.2 Health & Safety incident/accident reporting & investigations

- a) The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
 - i. dies
 - ii. becomes unconscious
 - iii. loses a limb or part of a limb
 - iv. is injured or becomes ill to such a degree that he/she 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/she was usually employed

OR where:

a major incident occurred

- i. the health or safety of any person was endangered
 - ii. where a dangerous substance was spilled
 - iii. the uncontrolled release of any substance under pressure took place
 - iv. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
 - v. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- b) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.
 - c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".



- d) The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.
The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
- e) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- f) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- g) The Principal Contractor is responsible for the investigation of all accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- h) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- Determine the underlying H&S deficiencies and other contributory factors
 - Identification of corrective/preventative actions and continual improvement
 - Communicating the outcome/results and documenting the events of the investigation.

Reporting Of Near-Misses

- Department of Public Works views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
- Department of Public Works retains the right to enforce the reporting of near misses within 24 hours of occurrence.

12. Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.



12.1 Site Rules and other Restrictions

a) Site OH&S 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.

b) Security Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation, the Principal Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

12.1.1 Appointment of Health & Safety Representatives

a) H&S Representatives('SHE – Reps')

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives must be appointed in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

12.1.2 Duties and Functions of the H&S Representatives

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

- conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by a Principal Contractor.



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

The report must be consolidated and submitted to the Health & Safety Committee.

H&S Representatives must form part of the incident/accident investigating team.

The contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established above.

12.1.3 Establishment of H&S Committee(s)

- The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.
- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.

12.1.4 Training & Awareness



The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

a) Training & Induction

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance.

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

b) *Site Specific Induction Training*

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

c) *Other Training*

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

d) *Copy of the Act*

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

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- a) Clearing & grubbing the area/site
- b) Site establishment



- c) Dealing with existing structures
- d) Location of existing services
- e) Boundary & Access control/Public liability exposures
- f) Protection against heat exhaustion, dehydration, wet & cold conditions
- g) Dealing with HIV & aids other related diseases
- h) Use of portable electrical & explosive tools
- i) Any Excavation work
- j) Any welding work
- k) Loading & offloading of trucks
- l) Driving & operations of Construction vehicles & mobile plant
- m) Temporal works and
- n) Construction work as defined in the construction regulation 2014



14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

Administrative & Legal Requirements

(a) OHS Act Section/ (b) Regulation	c) Subject	(1) Requirements
Construction. Regulation	Notice of carrying out Construction work	<ul style="list-style-type: none"> • Department of Labour notified • Copy of Notice available on Site
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	<ul style="list-style-type: none"> • Updated copy of Act & Regulations on site. • Readily available for perusal by employees.
COID Act Section 80	Registration with Compensation Insurer.	<ul style="list-style-type: none"> • Written proof of registration/Letter of good standing available on Site
Construction. Regulation 4 & 5(1)	H&S Specification & Programme	<ul style="list-style-type: none"> • H&S Spec received from Client and/or its Agent on its behalf • OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 7	Hazard Identification & Risk Assessment	<ul style="list-style-type: none"> • Hazard Identification carried out/Recorded • Risk Assessment and – Plan drawn up/Updated • RA Plan available on Site • Employees/Sub-Contractors informed/trained
Section 16(2)	Assigned duties (Managers)	<ul style="list-style-type: none"> • Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 6(1)	Designation of Person Responsible on Site	<ul style="list-style-type: none"> • Competent person appointed in writing as • Construction Supervisor with job description
Construction. Regulation 6(2)	Designation of Assistant for above	<ul style="list-style-type: none"> • Competent person appointed in writing as • Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of Health & Safety Representatives	<ul style="list-style-type: none"> • More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. • Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 • Meaningful H&S Rep. reports. • Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	<ul style="list-style-type: none"> • H&S Committee/s established. • All H&S Reps shall be members of H&S Committees • Additional members are appointed in writing.



		<ul style="list-style-type: none"> • Meetings held monthly, Minutes kept. • Actioned by Management.
Section 37(1) & (2)	Agreement with Mandatories/ (Sub-)Contractors	<ul style="list-style-type: none"> • Written agreement with (Sub-)Contractors • List of SubContractors displayed. • Proof of Registration with Compensation Insurer/Letter of Good Standing • Construction Supervisor designated • Written arrangements re. • H&S Reps & H&S Committee • Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	<ul style="list-style-type: none"> • Incident Reporting Procedure displayed. • All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf • Cases of Occupational Disease Reported • Copies of Reports available on Site • Record of First Aid injuries kept
General Admin. Regulation 9	Investigation and Recording of Incidents	<ul style="list-style-type: none"> • All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. • Copies of Reports (Annexure 1) available on Site • Tabled at H&S Committee meeting • Action taken by Site Management.
Construction. Regulation 8	Fall Prevention & Protection	<ul style="list-style-type: none"> • Competent person appointed to draw up the Fall Protection Plan • Proof of appointees competence available on Site • Risk Assessment carried out for work at heights • Fall Protection Plan drawn up/updated • Available on Site
Construction. Regulation Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	<ul style="list-style-type: none"> • Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment • Written Proof of Competence of above appointee available on Site. • Cranes & Lifting tackle identified/numbered • Register kept for Lifting Tackle • Log Book kept for each individual Crane • Inspection: - All cranes - daily by operator <ul style="list-style-type: none"> - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person • - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new



General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	<p>application</p> <ul style="list-style-type: none"> • Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage • Written Proof of Competence of above appointee available on Site
Construction. Regulation Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	<ul style="list-style-type: none"> • Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures • Emergency Evacuation Plan developed: <ul style="list-style-type: none"> • Drilled/Practiced • Plan & Records of Drills/Practices available on Site • Fire Risk Assessment carried out • All Fire Extinguishing Equipment identified and on register. • Inspected weekly. Inspection Register kept • Serviced annually
General Safety Regulation 3	First Aid	<ul style="list-style-type: none"> • Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) • First Aid freely available • Equipment as per the list in the OH&S Act. • One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) • List of First Aid Officials and Certificates • Name of person/s in charge of First Aid box/es displayed. • Location of First Aid box/es clearly indicated. • Signs instructing employees to report all • Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	<ul style="list-style-type: none"> • PSE Risk Assessment carried out • Items of PSE prescribed/use enforced • Records of Issue kept • Undertaking by Employee to use/wear PSE • PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	<ul style="list-style-type: none"> • Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment • Written Proof of Competence of above appointee available on Site • All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately • Equipment identified/numbered and entered into a register



		<ul style="list-style-type: none"> • Equipment inspected weekly. Inspection Register kept • Separate, purpose made storage available for full and empty vessels
General Safety Regulation 13A	Inspection of Ladders	<ul style="list-style-type: none"> • Competent person appointed in writing to inspect Ladders • Ladders inspected at arrival on site and weekly thereafter. Inspections register kept • Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	Ramps	<ul style="list-style-type: none"> • Competent person appointed in writing to supervise the erection & inspection of Ramps. Inspection register kept. • Daily inspected and noted in register



15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

i. General

- The Principal Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will atTendere by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.
- The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month.
- The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications.
- The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

ii. Personal protective equipment and clothing

The contractor shall ensure that:

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

iii. Competent persons

The Principal contractor and other contractors shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- formwork and support work operations;
- excavation work;
- demolition work;
- scaffolding work operations;
- suspended platform work operations;
- material hoists;
- bulk mixing plants;
- temporary electrical installations;



- the stacking and storage of articles on the site; and
- fire equipment.

The contractor shall appoint in writing competent persons to:

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

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice 07 August 2014, stipulated in Section 7.

17. THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following examples of activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

- Fall protection
- Structures
- Excavation work
- Demolition work
- Scaffolding
- Construction vehicles & mobile plant.
- Water environments
- Housekeeping on construction sites
- Fire precautions on construction sites.

This list must not be taken to be exclusive or exhaustive! All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

i. Legal Framework

Part of legal obligations



The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- b. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- c. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- d. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- e. The Post Office Act 1958 (Act 44 of 1958) as amended
- f. The Electricity Act 1984, Act 41 of 1984
- g. The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997
- h. Legislation pertaining to water usage and the environment
- i. Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- j. Common Law

ii. General requirements

The contractor shall:

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

Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so

Note: Financial penalties can be applied should Contravention Notices be issued. This should be dealt under the sub heading "NON-CONFORMANCES" in the same document.

19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.



In promotion of environmental control all waste, rubble, scrap etc., will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

20. Facilities

The site establishment plan shall make provision for:

a) Dining room facilities

The contractor shall make provision for adequate dining room facilities for his employees on site.

b) Change rooms

The contractor shall make provision for adequate change rooms for his employees on site.

c) Ablution facilities

The contractor shall make provision for adequate ablution facilities for his employees on site.

These facilities shall be maintained by the contractor.

d) Smoking Areas

Designated smoking areas shall be established by Department of Public Works.

e) Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and Department of Public Works.

f) Equipment Compliance Certificates

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:



- i. lifting equipment and lifting tackle
- ii. power driven machinery
- iii. electrical equipment
- iv. testing and monitoring equipment

g) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading has been approved in writing by the Department of Public Works Project Manager. The contractors' barricading standard shall be included in the Health and Safety Plan.

Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

h) Erection of Structures for Logistic Support

Prior to site establishment Department of Public Works shall approve the contractor's site plan. Department of Public Works shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

i) Salvage Yard Management

Depending on the site specific arrangements and procedures, Department of Public Works may provide the salvage yard and the resources to manage it.

The salvage yard management shall conform to safety, health and environmental requirements. The contractors are required to move the equipment from the place of work to the salvage yard.

j) Fall Arrest and Prevention Equipment

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest Equipment. Users of fall arrest equipment shall, amongst other things be trained in what an appropriate load bearing point is for connecting fall prevention equipment. Any deviation from this requirement shall be negotiated and agreed with Department of Public Works in writing.

k) Hazardous Chemical Substances Waste Removal

Department of Public Works shall provide a facility to collect all hazardous chemical waste material.



The contractor shall provide adequately marked and sealable containers to transport
The hazardous chemical waste from the source to the approved Department of Public
Works disposal point.

I) Personal Protective Equipment (PPE)

Personal protective equipment issued shall be specific to the risks associated with the work to
be performed and specific to conditions on site and shall comply with South African National
Standards (SANS) or similar.



20. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

21. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

- i. List of appointments
- ii. List of record keeping responsibilities
- iii. Inspection checklist

a) Contractor Risk Assessment Process

The risk assessment process shall include:

- 1) an evaluation of the method of the work to be conducted
- 2) the method statement on the procedure to be followed in performing the task shall be developed
- 3) the risk assessment will also include activities like:
 - i. Transportation of passengers and goods to and from site
 - ii. Site establishment
 - iii. Physical and mental capabilities of employees
 - iv. Others as may be specified.
- 4) the hazards as listed in the paragraph – Site Specific Health and Safety Hazards
- 5) a review plan for risk assessments shall provide for:
 - i. the quarterly review of all applicable risk assessments
 - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
 - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.



A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.

b) Risk Profile

All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.

c) Risk Based Inspection Program

The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.

22. MEASUREMENT AND PAYMENT

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

23. NON-CONFORMANCES

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

Minor: Penalty: R50/count	Medium: Penalty: R500/count and a non-conformance	Severe Penalty: R5000/count, a non- conformance and/or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate, approved H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Any serious breach of legal requirements
	No certificates of fitness for workers as required	
	Working without approved method statements	



4.8 Failure to Comply with Provisions

Failure or refusal on the part of the PC or their Contractors to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

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

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

24. INSPECTIONS, FORMAL ENQUIRES AND INCIDENTS

1. The contractor shall inform the relevant safety representative:
 - i. beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
 - ii. as soon as reasonably practicable of the occurrence of an incident on the site.
2. The contractor shall record all incidents and notify the employer's health and safety agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector of the department of labour and notify the Provincial Director of the Department of Labour of such incident within 7 days on the prescribed form.
3. The contractor shall investigate all incidents and issue the employer's health and safety agent with copies of such investigations.
4. The contractor shall in the event of an incident in which a person dies, or is injured to such an extent that he is likely to die, or suffered the loss of a limb or part of a limb:
 - i. notify the Provincial Director of the Department of Labour of such incident by telephone, facsimile or similar means of communication;
 - ii. ensure that no person disturbs the site at which the incident occurred or remove any article or substance involved in the incident therefrom, without the consent of an



inspector, unless an action is necessary to prevent a further incident, to remove the injured or dead, or to rescue persons from danger;

- iii. and provide the Provincial Director of the Department of Labour with a report which includes the measures that the contractor or his subcontractor intend to implement to ensure a safe site as reasonably practicable.

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

25. EMERGENCY PROCEDURES

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

- identifies the key personnel who are to be notified of any emergency;
- sets out details including contact particulars of available emergency services; and
- the actions or steps which are to be taken during an emergency.

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



IMPORTANT CONTACT DETIALS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.

	SERVICE	NUMBER	CONTACT PERSON
	Hospital		
	Ambulance		
	Water		
	Electricity		
	Police		
	Fire Brigade		
	Engineer		

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.



**SECTION 37(2) AGREEMENTS
CONCLUDED BETWEEN
DEPARTMENT OF PUBLIC WORKS**

(Hereinafter referred to as Department of Public Works)

AND

.....

(Name of contractor/supplier/Agent/)

I,[(name)representing
..... [Insert name of contractor/supplier], do hereby
acknowledge that [insert name of contractor/supplier] is an
employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85
of 1993 (“the Act”), as amended, and agree to ensure that all work will be performed and/or machinery or
plant used in accordance with the provisions of the Act.

I undertake that [insert name of contractor/supplier] shall
strictly adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health
and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service[insert brief
details of project/service, for example, name, contract/project number]and will
comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between
..... [Insert name of contractor/supplier/Agent **Safety
Manager/Safety Officer**] and Department of Public Works, which will ensure compliance by
..... [Insert name of contractor/supplier] with the provisions of
the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or
waiver of any of the provisions of this agreement or consent to any departure from these shall, in any
manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such variation,
modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose
and to the extent for which it was made or given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the
requisite authority to do so.

Signed this day of 20 at

..... (Place)



(Full name)..... (Signature)on

behalf of **(Supplier/contractor/Agent)**

Contractor Responsible Manager (responsible for signing the Department of Public Works' contract on behalf of the contractor)

Witnesses

1.
2.

Signed this day of20.....

at (Place)

(Full name..... (Signature).....on

Behalf of **Department of Public Works.**

(Contracts and/or Project Manager or Department of Public Works representative)

Witnesses

1.
2.

PROJECT:.....
.....
(full name AND site address of project and full or proper description of project)

SCMU NO: _____

SUPERVISION BY THE DEPARTMENT OF PUBLIC WORKS:

Mr /Ms/Me - **CONSTRUCTION PROJECT MANAGER**
(add full details of the project manager)
.....
.....

Mr /Ms/Me - **CONSTRUCTION MANAGER**
(add full details)
.....
.....

Mr /Ms/Me **PRINCIPAL AGENT:**
(full particulars of agent)
.....
.....



SUPERVISION BY THE PRINCIPAL CONTRACTOR:

PRINCIPAL CONTRACTOR: (full particulars of principle contractor / contractor)

.....
.....

Mr /Ms/Me - **CONSTRUCTION HEALTH & SAFETY OFFICER**
(add full details and contact of this officer)

.....
.....

Mr /Ms/Me - **CONSTRUCTION HEALTH & SAFETY MANAGER**
(add full details of this officer)

.....
.....

Mr /Ms/Me - **CONSTRUCTION HEALTH & SAFETY AGENT**
(add full details of this officer)

.....
.....

Mr /Ms/Me - **CONSTRUCTION MANAGER**
(add full details of the head of the project)

.....
.....



EPWP REQUIREMENTS AND SPECIFICATION
(IF APPLICABLE, ATTACH HERE)



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

Project Name	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION	SCMU Number	SCMU5-19/20-0016 AMR INF
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Introductory notes:

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

DESCRIPTION OF THE WORKS

Employer's objectives

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

Labour-intensive works

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

LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

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

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

Table 1: Skills programme for supervisory and management staff

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



Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	This unit standard must be completed, and any one of these 3 unit standards
		Implement Labour-Intensive Construction Systems and Techniques	
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	Skills Programme against this single unit standard
		Manage Labour-Intensive Construction Processes	

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail :gerard@ceta.co.za , tel: 011-265 5large 0)

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

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



- 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- 1.2.3 Terms and conditions for the engagement of targeted labour
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.4 Terms and conditions for the engagement of targeted labour
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.5 Variations to SANS 1914-5
 - 1.2.5.1 The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
 - 1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- 1.3 Training of targeted labour
 - 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
 - 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required.
 - 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
 - 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
 - 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

1 Scope

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

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

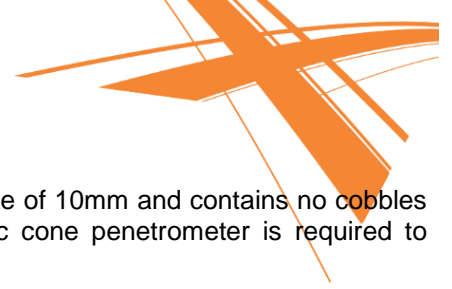
2 Precedence

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

3 Hand excavateable material

Hand excavateable material is material:

- a) **Granular materials:**
 - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or



- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b) Cohesive materials:**
 - i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
 - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

- Note:
- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
 - 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of. 60 degrees with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

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

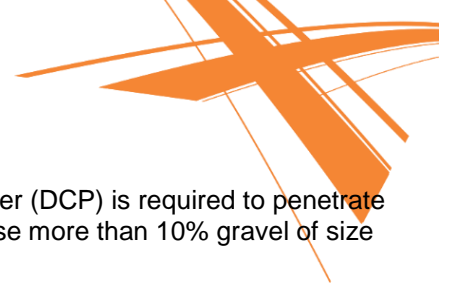
4 Trench excavation

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

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

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

- a) to 90% Proctor density;



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

6 Excavation

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

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

7 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

8 Shaping

All shaping shall be undertaken by hand.

9 Loading

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

10 Haul

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

11 Offloading

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

12 Spreading

All material shall be spread by hand.

13 Compaction

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

14 Grassing

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

15 Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

16 Manufactured Elements

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



ADDITIONAL SPECIFICATION - EPWP NYS

<p>EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects: NATIONAL YOUTH SERVICE (NYS)</p>
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S.01 SCOPE

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

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

S.02 TERMINOLOGY AND DEFINITIONS

SL 02.01 TERMINOLOGY

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

SL 02.02 DEFINITIONS

- (a) "employer" means the contractor or any party employing the worker / beneficiary under the EPWP – NYS Programme.



- (b) “client”- means the Department of Public Works.
- (c) worker / trainee - means any person working or training in an elementary occupation on a SPWP.

SL 03 APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below in clauses SL 04 shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers. The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled workers undertake.

SL 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP

SL 04.01 DEFINITIONS

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

SL 04.02 TERMS OF WORK

- (a) Workers on a SPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- (c) Employment on a SPWP does not qualify as employment and a worker so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

SL 04.03 NORMAL HOURS OF WORK

- a) An employer may not set tasks or hours of work that require a worker to work–



- (i) more than forty hours in any week
- (ii) on more than five days in any week; and
- (iii) for more than eight hours on any day.

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

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

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

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

An employer and worker may agree on longer meal breaks.

A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

SL 04.04 MEAL BREAKS

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

SL 04.05 SPECIAL CONDITIONS FOR SECURITY GUARDS

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

SL 04.06 DAILY REST PERIOD

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

SL 04.07 WEEKLY REST PERIOD

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").



SL 04.08 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

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

SL 04.09 SICK LEAVE

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (i) absent from work for more than two consecutive days; or
 - (ii) absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.



SL 04.10 **MATERNITY LEAVE**

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

SL 04.11 **FAMILY RESPONSIBILITY LEAVE**

- (a) Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
 - (i) when the employee's child is born;
 - (ii) when the employee's child is sick;
 - (iii) in the event of the death of –
 - (1) the employee's spouse or life partner
 - (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

SL 04.12 **STATEMENT OF CONDITIONS**

- (a) An employer must give a worker a statement containing the following details at the start of employment –
 - (i) the employer's name and address and the name of the SPWP;



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

SL 04.13 **KEEPING RECORDS**

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

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

(b)

SL 04.14 **PAYMENT**

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



- (iv) any money deducted from the payment;
 - (v) the actual amount paid to the worker.
- (g) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (h) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

SL 04.15 DEDUCTIONS

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

SL 04.16 HEALTH AND SAFETY

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

SL 04.17 COMPENSATION FOR INJURIES AND DISEASES

- (a) It is the responsibility of employers to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.



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

SL 04.18 **TERMINATION**

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

SL 04.19 **CERTIFICATE OF SERVICE**

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

SL 05 **EMPLOYER'S RESPONSIBILITIES**

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

- (a) formulate and design a contract between himself/ herself and each of the recruited youth workers, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- (b) screen and select suitable candidates for employment from the priority list of youth workers provided by the Umsobumvu Youth Fund (UYF);



- (c) ensure that the recruited youth workers are made available to receive basic life skills training which will be conducted and paid for by the Umsobumvu Youth Fund;
- (d) ensure that all youth workers receive instruction on safety on site prior to them commencing with work on site;
- (e) ensure that all youth workers are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- (f) assist in the identification and assessment of potential youth workers to undergo advanced technical training in respective trades;
- (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- (h) provide all youth workers with the necessary protective clothing as required by law for the specific trades that they are involved in.
- (i) provide overall supervision and day-to-day management of youth workers and/or sub-contractors; and
- (j) ensure that all youth workers are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the youth worker.

SL 06 PLACEMENT OF RECRUITED YOUTH WORKERS

Employers will be contractually obliged to:

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



- list of small trade tools;

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

SL 07 TRAINING OF YOUTH WORKERS

Three types of training are applicable, namely

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

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

- Youth workers shall be employed on the projects for an average of 6 months.
- Youth workers shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to youth workers.

(a) Life skills training

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

(b) On-the job training

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

(c) Technical skills training

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

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

SL 08 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA

SL 08.01 PREAMBLE



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

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

SL 08.02 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA

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

SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR

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

SL 10 PROVINCIAL RATES OF PAY

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



SL 11 **MEASUREMENTS AND PAYMENT**

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

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

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

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

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

LESS R N/A per youth worker

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

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

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

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

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

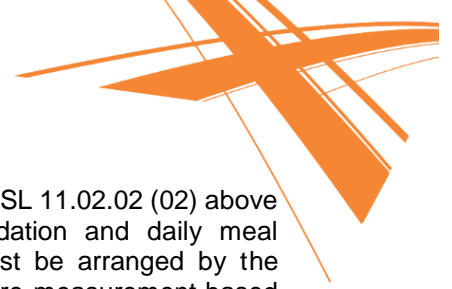
SL
11.02.02 **Skilled development and Technical training:**

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

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

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

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



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

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

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

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

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

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

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

SL 11.04 **EMPLOYMENT OF YOUTH WORKERS**

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

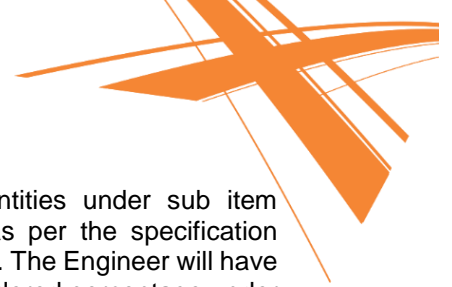
The unit of measurement shall be the number of youth workers at the statutory labour rates of R multiplied by the period employed in months and the rate Tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract.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

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

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

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

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



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

SL 11.06 PROVISION OF SMALL TOOLS FOR YOUTH WORKERS

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

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

SL 11.07 APPOINTMENT OF YOUTH TEAM LEADER/S

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

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

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

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

EPWP - NYS EMPLOYMENT AGREEMENT
[Example]

CONTRACTOR

Name:
Address:
ID:

AND

YOUTH WORKER

Name:
Address:
:



ID:

1. I am pleased to confirm that you have been appointed to work on a task-based employment contract within an EPWP - NYS project. During this contract you will undertake various tasks.
2. This contract must be in conjunction with the standard terms and conditions of employment applicable to a SPWP, a copy of which is attached.
3. The project where you will be employed is located at
4. The contract will start on and end on.....
....
5. You must be aware that this contract is a limited term contract and not a permanent job. Your minimum period will be 6 months and the contract may be terminated for one of the following reasons:
 - (a) Funding for the programme in your areas comes to an end.
 - (b) You repeatedly do not perform in terms of the tasks set out in your work programme.
 - (c) If you breach any of the terms and conditions of this contract.
6. Disciplinary:
You will be employed as a general labourer within the EPWP – NYS team.
7. While you are working you will report to
8. Payment
You will be paid a fixed amount of R for abasis.
9. The contractor shall not be required to provide to local workers:
 - holiday, leave, sick or severance pay;
 - a pension or similar scheme;
 - a medical aid or similar scheme.
10. Signatures
Signed on this day of 20.....

Contractor:

Youth Worker:

Witness:



THE ATTENDANCE REGISTER FOR ON-SITE WORKERS

Reporting month: _____

Cell No: _____

Project Name: _____

Surname: _____

First Name: _____

IDENTITY NUMBER:

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



FRIDAY						
Total Days worked						

EMPLOYMENT AGREEMENT

BETWEEN

[CONTRACTOR NAME]

AND

[WORKER NAME]



1. PARTIES

The Parties to this Agreement are -

1.1. Contractor: _____
herein represented by: _____
duly authorised thereto

And

1.2. Mr / Me: _____
[worker's name]

2. DEFINITIONS AND INTERPRETATION

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

“Agreement” means the contents of this Agreement.

“Company” means the company that employs the worker

“Department” means the Department of Public Works

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

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



3. PURPOSE

The purpose of this agreement is to:-

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

4. TERMS AND CONDITIONS

- The worker will have no entitlement to the benefits of a full time employee, namely;

- The worker should not have the expectation that this contract will be renewed or extended.
- The worker will be subject to all laws, rules, policies, codes and procedures applicable to the;

- The worker must meet the standards and requirements of the contractor
- The worker must render his/her services during normal working hours of minimum of forty to fifty five hours in any week; which comprise of an eight-hour working day in a five-day week.

5. REMUNERATION

The worker will receive compensation to the amount of R_____ which must be paid by the 25th or on the last day of each month.

6. ROLES AND RESPONSIBILITIES

6.1 Employer / Worker

- Work for _____ in terms of the period as specified in the employment agreement contract.
- Be available for and participate in all learning and work experience required by the company.
- Comply with workplace policies and procedures.
- Complete any attendance or any written assessment tools supplied by the contractor to record relevant workplace experience.



- Demonstrate willingness to grow and learn through work experience.

Provide the following documentation to the employer,

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

6.2 Employer

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

7. DURATION.

This agreement commences on: _____

and

expires on: _____

8. BREACH.

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

9. CONDITIONS OF EMPLOYMENT

9.1. Meal Breaks

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



- 9.1.2 An employer and worker may agree on longer meal breaks.
- 9.1.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 9.1.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

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

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

9.3. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

9.4. Work on Sundays and Public Holidays

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

9.5 Sick leave

- 9.5.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.
- 9.5.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.



- 9.5.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.5.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.5.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.5.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.5.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is
- (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.
- 9.5.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.5.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

9.6. Maternity Leave

- 9.6.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 9.6.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 9.6.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 9.6.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 9.6.5 A worker may begin maternity leave as follows;
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.



10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

9.7. Family responsibility leave

9.7.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances;

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

9.8. Keeping Records

9.8.1 Every employer must keep a written record on site for the duration of the project and three (3) year after completion records should consists of at least the following;

- (a) the worker's name and position;
- (b) copy of an acceptable worker identification
- (c) in the case of a task-rated worker the number of tasks completed by the worker;
- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker in a form of Proof of Payment, Payroll registers and the acknowledgement of payment receipt signed by the worker.

9.8.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

9.9. Payment

9.9.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

9.9.2 A worker may not be paid less than the Ministerial Determination wage rate.

9.9.3 A task-rated worker will only be paid for tasks that have been completed.

9.9.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

9.9.5 A time-rated worker will be paid at the end of each month.



- 9.9.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 9.9.7 Payment in cash or by cheque must take place
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- 9.9.8 An employer must give a worker the following information in writing
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- 9.9.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 9.9.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

9.10. Inclement weather

If no work has begun on site, and if an employee has reported for work, the employee will be paid for four hours. Should work be stopped after the first four hours, the employee will be paid for the hours worked. Where the employer has given employees notice on the previous working day that no work will be available due to inclement weather, then no payment will be made.

9.11. Deductions

- 9.11.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 9.11.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 9.11.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement of Law; court order or arbitration
- 9.11.4 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Unemployment Insurance Fund Contributions Act, 2002 (Act No. 4 of 2002)
- 9.11.5 An employer may not require or allow a worker to



- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

9.12. Health and Safety

9.12.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

9.12.2 A worker must;

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) use any personal protective equipment or clothing issued by the employer;
- (d) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

9.13. Compensation for Injuries and Diseases

9.13.1 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 as amended by COIDA Act 61, 1997.

9.13.2 A worker must report any work-related injury or occupational disease to their employer or manager.

9.13.3 The employer must report the accident or disease to the Compensation Commissioner.

9.13.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

9.14. Termination

9.14.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

9.14.2 A worker will not receive severance pay on termination.

9.14.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.



9.14.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

9.14.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Notice procedure is as follows;

- One week if employed for four weeks or less
- Two weeks if employed for more than four weeks but not more than a year
- Four weeks if employed for one (1) year or more

9.15. Certificate of Service

9.15.1 On termination of employment, a worker is entitled to a certificate stating;

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the Project on which the worker worked; the work performed by the worker;
- (d) any training received by the worker;
- (e) the period for which the worker worked on the Project; and
- (f) any other information agreed on by the employer and worker.

9.16. DOMICILE

The address to which notices and all legal documents may be delivered or served are as follows:

Employee Details

Name & Surname: _____

ID No: _____

Residential Address: _____

Contact No: _____

Date of Employment: _____

To be supervised by: Main Contractor:
or Sub Contractor:

Category of employment: Skilled:
or Unskilled:

For Skilled & Semi-skilled state the trade: _____

Period of employment: Fixed for until when your services are still required on site

I confirm that I have been inducted and fully understand the condition of my appointment.

Employee Signature: _____

Witness by
SGB/CLO: _____

Signature by Witness: _____



Employer Details

Name & Surname: _____

Designation: _____

Contact No: _____

Signature: _____

HIV/STI COMPLIANCE REPORT

SPECIFICATION FOR HIV/AIDS AWARENESS



1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counselling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

3 Definitions and Abbreviations

3.1 Definitions

Construction Worker: all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

Local Community: the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

Service provider: the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

3.2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counselling.

5 Requirements

5.1 General requirement

The contractor shall, in order to satisfy the objectives stated in 4:



- a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counselling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

The provisions of 5.1 c) and d) do not apply to this contract.

5.2 HIV awareness programme

5.2.1 The contractor shall:

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
- b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

Note: The National Department of Public Works maintains a list of qualified service providers.

5.2.2 The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

5.2.3 The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
- b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.



HIV/STI COMPLIANCE REPORT

**Pro-forma reporting format in terms of the SPECIFICATION FOR
HIV/AIDS AWARENESS**

SCMU number:

Payment Claim
number:

Period covered by
payment claim:

1. Distribution of condoms (briefly describe where and how condoms are distributed).

2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).

3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).

4. Counselling, support and care (summarise information provided).

5. HIV awareness programme (briefly describe action).



6. Schedule of construction workers exposed to the HIV awareness programme.

Name	<u>Identity number</u>	Trade / <u>occupation</u>	Name of <u>employer</u>

I hereby declare the above to be a true reflection of actions taken to ensure compliance with the specification.

<u>For Contractor:</u>	<u>Employer's representative:</u>
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____



**Specification for developing skills that result in nationally accredited outcomes
through infrastructure contracts**

Version: September 2016

Issued by:



Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

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Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

1 Scope

This specification establishes a key performance indicator in the form of a contract skills development goal (CSDG) relating to the structured work learning component of occupational or professional learning, which enables learners to make measurable progress towards the attainment of:

- a) a part or full occupational qualification registered on the National Qualification Framework,
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; or
- d) registration in a professional category by a recognized professional body or statutory council.

in the delivery, maintenance and operation of infrastructure through the performance of professional service, service, supply or engineering and construction works contracts or an order associated with such a contract.

This specification sets out the methods by which the key performance indicator is established, measured, quantified and verified in the performance of the contract or the execution of an order.

NOTE This specification can be applied to contracts or to orders (call-offs) issued in terms of framework agreements. Framework agreements are well suited to situations in which long term relationships are entered into. They offer flexibility in attaining contract skills development goals as requirements can be adjusted from one order to another, thus allowing key performance indicators to be improved upon over time.

2 Terms and definitions

For the purposes of this document, the following terms and definitions apply:

allowance

amount provided for in the contract or an order by the employer relating to one or more of the following:

- a) the performance by the contractor of work or services that are foreseen but cannot be accurately specified at the time that the contract was entered into or the order issued;
- b) work or services to be performed, or goods provided, by a subcontractor who is either nominated by the employer or is selected by the employer in consultation with the contractor after the award of the contract or the issuing of an order;
- c) provision for price adjustment for inflation; or
- d) other budgetary provisions intended to cover the employer's contractual risks

artisan

a person who has been certified as competent to perform a listed trade in accordance with Section 26B of the Skills Development Act of 1998 (Act No. 97 of 1998)

black people



a generic term which means Africans, Coloureds and Indians and who are citizens of the Republic of South Africa:

- a) by birth or descent; or
- b) by naturalisation before 27 April 1994 or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date

candidate

a person who is registered in a category of registration which ultimately leads to registration in a professional category by a statutory council in terms of their founding legislation

class of construction works

the class of construction works referred to in Schedule 3 of the Construction Industry Development Regulations 2004 as amended and published in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)

contract amount

financial value of the contract at the time of the award of the contract or the issuing of an order, excluding all allowances and expenses and value added tax

contract skills development goal (CSDG)

the number of hours of skills development opportunities that a contractor contracts to provide in relation to work directly related to the contract or order up to:

- a) completion in the case of a professional service contract;
- b) the end of the service period in the case of a service contract;
- c) completion (state of readiness for occupation of the whole works although some minor work may be outstanding) in the case of an engineering and construction works contract; and
- d) the delivery date for all the work required in terms of the supply contract

contractor

person or organization that contracts to provide the goods, services or engineering and construction works covered by the contract

employer

person or organization intending to or entering into the contract with the contractor for the provision of goods, services, or engineering and construction works

employer's representative

person authorized to represent the employer in terms of the contract

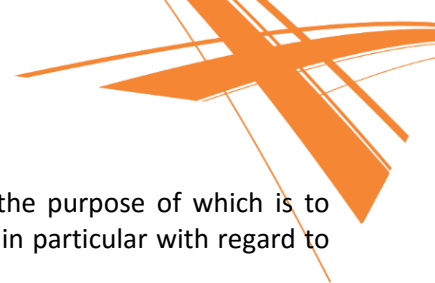
engineering and construction works contract

contract for the provision of a combination of goods and services arranged for the development, extension, refurbishment, rehabilitation or demolition of a fixed asset, including building and engineering infrastructure

expenses

costs incurred by the contractor in the performance of the contract or order which are in terms of the contract recoverable from the employer

framework agreement



an agreement between an organ of state and one or more contractors, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.

mentor

a qualified, experienced and, in the case of professionals, registered person, designated to guide a learner or candidate through a structured work experience learning component of a learning programme required for the acquisition of a part or full qualification or professional designation

occupational qualification

occupational qualification registered on the National Qualifications Framework Act (Act No 67 of 2008)

order

an instruction to provide goods, services or any combination thereof under a framework agreement

part qualification

an assessed unit of learning that is registered on the National Qualifications Framework as part of an occupational qualification

professional category

a category of registration identified in Table 1 or such other category recognised by the Employer in the application of this specification

Table 1: Categories of registration

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughtsperson	Architectural Profession Act of 2000 (Act No. 44 of 2000)
Construction project management	Construction Project Manager	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Construction management	Construction Manager	
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Quantity surveying	Quantity surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land surveyor, Engineering surveyor or Technician engineering surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)

professional service contract

contract for the provision of services with the skill and care normally delivered by professionals

Sector Education and Training Authority (SETA)

an institution established under section 9 of the Skills Development Act, Act 97 of 1998 and which has the responsibility under this Act to register learners on learning programmes

service contract

contract for the provision of labour or work, including knowledge-based expertise, carried out by hand or with the assistance of equipment and plant

**site**

means the land or place made available by the employer, for the purposes of the contract or order, on, under, over, in or through which the works or services are to be executed

skills development agency

an agency which performs some or all of the functions set out in section 4.1.4.

statutory council

a council as established under the

- a) South African Council for the Architectural Profession, established by the Architectural Profession Act of 2000 (Act No. 44 of 2000);
- b) South African Council for the Project and Construction Management Professions, established by the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000);
- c) Engineering Council of South Africa, established by the Engineering Profession Act of 2000 (Act No. 46 of 2000);
- d) South African Council for the Landscape Architectural Profession, established by the Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000);
- e) South African Council for the Quantity Surveying Profession, established by the Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000);
- f) South African Council for Professional and Technical Surveyors, established by the Professional and Technical Surveyors' of 2000 (Act No. 40 of 1984); or
- g) South African Council for Natural Scientific Professions, established by the Natural Scientific Professions Act (Act No. 27 of 2003):

structured mentorship

mentorship provided by a person who is registered in a suitable category of professional registration by a statutory council or professional body which leads and directs a candidate towards professional registration

structured work experience learning component

component of learning in an occupational qualification or for professional designation whereby a learner is mentored by a qualified, and where required, registered mentor in the application and integration of the knowledge and practical skills learnt, under supervision, in the actual context of a workplace in accordance with the prescripts set by the relevant qualifying authority, professional body or statutory council.

supervisor

a supervisor is a person in the particular workplace charged with the responsibility of allocating workplace tasks to a learner that are aligned to the prescriptions of their learning programme and of overseeing and reporting on that learning using a formally agreed record keeping system

supply contract

contract for the provision of goods and associated services including design

work integrated learning

the workplace learning component required by learners completing a national diploma at a University of Technology or Comprehensive University.



3 Requirements

3.1 Contract skills development goal (CSDG)

3.1.1 The contractor shall attain or exceed the contract skills development goal in the performance of the contract or the execution of an order.

3.1.2 The contract skills development goal shall be not less than:

- a) the contract amount in millions of Rand multiplied by:
 - 1) the relevant number of hours per million Rand expenditure contained in Table 2 in the case of engineering and construction works contracts for the applicable class of construction works used in the application of the Construction Industry Development Regulations issued in terms of the Construction Industry Development Board Act of 2000; or
 - 2) 300 in the case of a service contract; or
 - 3) 100 in the case of a professional service contract or a supply contract; or
- b) the hours Tendered in the preference schedule or the quantum agreed in the scope of work of the contract or order.

Example: The contract amount for an engineering and construction works contract in the GB class of construction works is R65,7 million. The contract skills development goal is $65,7 \times 250 = 16\,425$ hours.

Table 2: Number of hours per million Rand expenditure in an engineering and construction work contract

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Number of hours per million Rand expenditure
Designation	Description	
CE	Civil engineering	125
CE or GB	Civil Engineering or general building	190
EE	Electrical engineering works (buildings)	125
EP	Electrical engineering works (Infrastructure)	125
GB	General building	250
ME	Mechanical engineering works	125
SB	Specialist	125

3.1.5 Where required in terms of the contract or order, a specified proportion of the learners and candidates shall be selected from a list of persons in the employ of the state contained in the scope of work of the contract or order under the terms and conditions embodied therein.

NOTE: The contract skills development goal can be achieved through the direct employment of persons who are developing skills that result in nationally accredited outcomes, through the engagement of subcontractors who employ such persons or, where specifically required, the provision of work place opportunities to employees of the state.



3.2 Achieving the contract skills development goal (CSDG)

3.2.1 The contractor shall achieve the measurable contract skills development goal by providing one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured work experience learning component opportunities for learners towards the attainment of a part qualification or a full occupational qualification;

Method 2: structured work experience learning component opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public FET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

Method 4: structured work experience opportunities for candidates towards registration in a professional category by a recognized professional body or statutory council.

3.2.2 No single method, except in the case of professional service contracts, shall contribute more than 75 percent of the contract skills development goal, Method 1 shall not contribute to more than 25 percent of the contract skills development goal in engineering and construction works or service contract and related orders.

3.2.3 Not more than one method may be applied to any individual in the calculation of the contract skills development goal.

NOTE: The principle is that an individual can only be counted once towards the CSDG.

3.3 Contract skills development goal credits

3.3.1 Credits towards the contract skills development goal shall be granted by summing the hours of opportunities provided in accordance with this specification.

3.3.2 No more than 8 hours may be claimed for any 24 hour period for any individual.

3.3.3 Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this specification.

3.4 Denial of credits

Credits towards the contract skills development goal shall be denied should:

- a) the opportunities not be provided on site or the opportunities cannot be directly linked to the contract or order;
- b) the following not be provided:
 - 1) the required contract compliance baseline plan, an interim contract compliance report or a final contract compliance report;
 - 2) the required mentorship plan for a candidate;
 - 3) the required training plan for learners;



- 4) the training reports covering a period; or
- 5) the required records, specified documents and signatures;
- c) the structured mentorship be found not to be in accordance with the requirements of the applicable professional body, statutory council or qualifying authority;
- d) the structured work experience learning component be found not to be in accordance with the curriculum requirements of the part qualification or qualification or prescription for professional registration for which the learner is registered;
- e) conditions of employment and rates or allowances for learners not be in accordance with legislative provisions;
- f) the contractor does not maintain the required training records or an audit reveals that there is insufficient information to substantiate claims for credits; and
- g) a learner, learner artisan or candidate fails to present their credentials for assessment when they have, in the opinion of the mentor, sufficient structured work experience or structured mentorship to do so.

4 Compliance with requirements

4.1 General

4.1.1 The contractor shall submit to the employer's representative:

- a) within 30 days of the contract coming into effect or the issuing of an order, a contract compliance base line training plan (see Annex A) taking into account the skills mix and type of workers that are to be engaged;
- b) interim contract compliance training reports (see Annex A) at intervals which do not exceed 3 months;
- c) a final contract compliance training report (see Annex A) within 15 days of reaching completion, final delivery or the end of the service as relevant; and
- d) a report which provides a breakdown of the number of hours reported in each interim and in the final contract compliance report into black people and women and people with disabilities.

2. NOTE: The Code of Good Practice on Key Aspects of Disability in the Workplace issued in terms of Employment Equity Act No 55, OF 1998 provides guidance on establishing who are people with disabilities.

4.1.2 The contractor shall keep records of the name and identity number, hours worked, payments made to, registration particulars towards a part qualification or occupational qualification and particulars of opportunities offered to persons who are provided with work experience learning component opportunities which contribute to the contract skills development goal and any other training records required by or which demonstrate compliance with this specification. The contractor shall allow the employer's representative to inspect or audit such training records at any time within working hours.



4.1.3 The employer's representative shall undertake suitable random audits on records to confirm compliance with requirements.

4.1.4 Where learners are sourced through a Skills Development Agency (SDA), the contractor shall enter into a contract agreement with one or more SDAs of their choice that is participating in the implementation of this specification to, as relevant:

- a) facilitate placement of learners for training opportunities;
- b) prepare training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- c) register learners with the appropriate sector Education and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- d) manage all the employment functions of learners such as payment of stipends, contributions to the Unemployment Insurance Fund, Workman's Compensation, provision of personal protective clothing, trade specific tools, etc.;
- e) liaise with the training co-ordinators to monitor onsite training progress of learners;
- f) liaise with the training co-ordinators to arrange for summative assessments at appropriate stages of the training; and
- g) liaise with the training co-ordinators to prepare reports for the employer or employer's representative.

4.2 Structured workplace learning opportunities for learners

4.2.1 Structured work experience learning component opportunities shall be aligned to the curriculum requirements set for the particular part or full occupational qualification or professional designation for which the learner is registered.

4.2.2 A responsible supervisor shall be appointed to allocate learning tasks, under the guidance of a qualified person, to learners in line with their training plans

4.2.3 Mentoring associated with structured work experience learning component for artisan learners shall be undertaken by an artisan qualified in the applicable trade with a minimum of 3 years of trade related experience. The number of artisan learners mentored by a single mentor shall, unless otherwise permitted by the National Artisan Moderation Body, not exceed 4 at any one time.

4.2.4 Mentoring associated with structured work experience learning component for learners leading to a part or an occupational qualification other than artisan learners shall be undertaken by a person qualified in the applicable discipline with a minimum of 3 years of experience.

4.2.5 The contractor or service provider shall submit to the employer's representative, in respect of each learner:

- a) within one month of commencing work directly related to the contract or order, a workplace training plan together with name of the learner's mentor and supervisor
- b) within three months of commencing work directly related to the contract or order:



- 1) proof of registration as a learner with the relevant SETA; and
 - 2) a copy of the mentorship agreement entered into with the learner or the company mentorship agreement entered into with the relevant qualified agency;
- c) within two weeks of updating a workplace training plan, the revised workplace training plan; and
- d) a quarterly progress report and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the learner.

4.2.6 Learners shall be required by the mentor to complete training reports required by the relevant qualifying authority whenever a substantial activity or training period has been completed.

4.2.7 The mentor and supervisor shall sign off all reports and logbooks to allow the learner to move to other projects or employment and continue on the path towards qualification and, where relevant registration, where the work related to the contract ends for whatever reason prior to the learner gaining sufficient experience for final assessment.

4.3 Structured mentorship opportunities for candidates

4.3.1 Mentoring associated with structured work experience for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.

4.3.2 The contractor shall:

- a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks, oversee their implementation and provide input to the candidate on an on-going basis;
- b) identify a suitable mentor for the candidate, if such candidate does not have a mentor, who shall enter into a mentoring agreement with the candidate or the company as required by the professional body or statutory council; and
- c) issue each candidate with a portfolio of evidence file which is to be kept up to date with all the documentation issued or prepared including the workplace training plan and all revisions thereof as well as copies of the logbook entries and training period reports;

4.3.3 The mentor shall provide and update from time to time a workplace training plan for a candidate outlining the activities in which the candidate will be involved that includes activities required by the relevant statutory council. The mentor shall require candidates to maintain a logbook issued by the relevant statutory council. The mentor shall sign off such logbook at quarterly presentations and progress review meetings.

NOTE: The mentor should ensure where the duration of the contract or order exceeds the minimum time to register in a professional category of registration that candidates are exposed to the full range of activities and work towards assuming the full level of responsibility recommended by the relevant statutory council. This may require rotations and secondments.

4.3.4 The contractor or service provider shall submit to the employer's representative, in respect of each candidate:

- a) within one month of commencing work directly related to the contract or order:



- 1) a workplace training plan together with name of the candidate's mentor and supervisor
 - 2) proof of registration as a candidate with the relevant professional body or statutory council; and
 - 3) a copy of the mentorship agreement entered into with the candidate or the company mentorship agreement entered into with a professional body or statutory council;
- b) within two weeks of updating a workplace training plan, the revised workplace training plan.
- c) a quarterly progress reports and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the candidate.

4.3.5 Candidates shall be required by the mentor to complete training reports required by the relevant statutory council whenever a substantial activity or training period has been completed.

4.3.6 The mentor and supervisor shall sign off all reports and logbooks to allow the candidate to move to other projects or employment and continue on the path towards registration where the work related to the contract ends for whatever reason prior to the candidate gaining sufficient experience for registration.

5 Records

5.1 The contractor shall submit all the documentation required in terms of clause 4 in a timely manner.

5.2 The employer's representative shall certify the value of the credits counted towards the contract skills development goal, if any, whenever a claim for payment is issued to the employer, and shall notify the contractor of this amount.

5.3 The contractor shall, upon termination of the opportunities provided in order to satisfy the contract skills development goal, certify the quantum and nature of the opportunity and submit the certificate, counter-certified by the relevant individual, to the employer's representative for record-keeping purposes.

6 Sanctions

In the event that the contractor fails to substantiate that any failure to achieve the contract skills development goal was due to reason beyond the contractor's control which may be acceptable to the employer, the sanctions provided for in the contract or order shall apply.

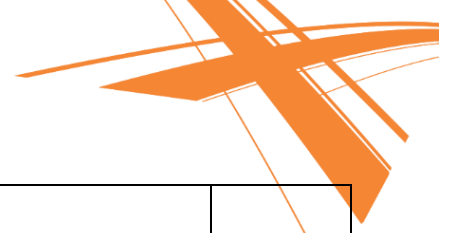


Annex A: Skills compliance plans
(Normative)

Skills compliance base line plan	
Name of contractor:	
Contact person:	Telephone:
Address:	Cell phone:
	Email:
Contract / order number:	Start date for contract / order:
Contract title:	
Contract skills development goal (CSDG) (tick appropriate box)	
<input type="checkbox"/> Tendered / contracted CSDG = hours	
<input type="checkbox"/> Minimum CSDG calculated in accordance with standard	
Minimum CSDG calculated in accordance with the standard (complete only if applicable)	
Contract type (tick appropriate box):	Contract amount
<input type="checkbox"/> professional service	excl VAT R
<input type="checkbox"/> service	Less expenses (if any) R
<input type="checkbox"/> engineering and construction works	Less allowances R
	Contract amount R
CIDB Class of construction works, if applicable	
Contract amount expressed in millions of Rand R m ①	
Number of hours per million Rand expenditure from sub-clause 3.1.2 of the <i>Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts</i> = ②	
Minimum contract skills development goal which the contractor is required to achieve (Gmin)	
= ① x ② = x = hours	
I intend achieving the CSDG as follows:	
<input type="checkbox"/> Method 1: structured work experience learning component opportunities towards a part or a full occupational qualification	..... hours
<input type="checkbox"/> Method 2: structured work experience learning opportunities for apprentices or other artisan learners	..... hours
<input type="checkbox"/> Method 3: work integrated learning opportunities for University of Technology or Comprehensive University national diploma students	..... hours
<input type="checkbox"/> Method 4: structured work experience opportunities for candidates towards registration in a professional category of registration	..... hours
	..... hours
Total	
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.	
Signed	Date
Name	Position



Skills compliance report		Date:						
(tick appropriate box)		<input type="checkbox"/> Interim report <input type="checkbox"/> Final report						
Name of contractor:								
Contact person:		Telephone						
Address:		Cell phone						
		email						
Contract / order number:		Start date for contract / order:						
Contract title:								
Contract skills development goal (CSDG) hours								
Method 1: structured workplace experience learning component opportunities towards a part or a full occupational qualification								
Employed by contractor								
Name	Identity or passport number	Cell or telephone number	Part or full occupational qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours
						Start	End	
Employed by subcontractor: (state name)								
Name	Identity or passport number	Cell or telephone number	Part or full occupational qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours
						Start	End	
Method 2: structured work experience learning component opportunities for apprentices or other artisan learners								
Employed by contractor								
Name	Identity or passport number	Cell or telephone number	Listed trade	National artisan learner data base registration number (where available)	SETA with whom the learner is registered	Dates for engagement on works related to contract		Total hours
						Start	End	
Employed by subcontractor: (state name)								
Name	Identity or passport number	Cell or telephone number	Listed trade	National artisan learner data base registration number (where available)	SETA with whom the learner is registered	Dates for engagement on works related to contract		Total hours
						Start	End	
Method 3: work integrated learning opportunities for University of Technology (UOT) or Comprehensive University (CU) diploma students								
Employed by contractor								
Name	Identify or passport number	Cell or telephone number	Diploma	Learner registration number	UOT/CU with whom the learner is registered	Date for engagement on contract		Total hours
						Start	End	
Employed by sub-contractor								
Name	Identify or passport number	Cell or telephone number	Diploma	Learner registration number	UOT/CU with whom	Date for engagement on contract		Total hours
						Start	End	



					the learner is registered		

Method 4: structured work experience opportunities for candidates towards registration in a professional category of registration

Employed by contractor

Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours
			Title	Registration number	Start	End	

Employed by subcontractor

Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours
			Title	Registration number	Start	End	

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position



Annex B: Incorporating this specification in a procurement document

B1 General

B1.1 The following clause should be added to the scope of work of a contract or order to establish requirements:

Skills development requirements

The contractor shall achieve in the performance of the contract the contract skills development goal established in the Department of Higher Education and Training's *Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts (September 2012)*

Note: The term contractor may need to be changed to "consultant" or "professional service provider" depending upon the term that is used in the form of contract that is adopted. The term "performance of the contract" may need to be replaced with "execution of an order" where the scope of work forms part of an order.

B1.2 Where an employer requires that employees of the state be seconded to the contractor in order to be provided with work integrated learning opportunities, structured workplace experience opportunities or structured mentorship opportunities in accordance with the provisions of this standard, the following clause should be included in the scope of work:

The specified proportion of employees of the state is %. Work integrated learning opportunities / structured workplace experience opportunities / structured mentorship opportunities shall be offered to any of the persons identified in Annexure 1. Persons selected by the contractor from the list in Annexure 1 shall be seconded to the contractor under the following terms and conditions:

.....

NOTE: The annexure should inform the contractor of the opportunities which the named employees of the state require through the contract or order in order to attain a nationally accredited outcome.

B2 Financial incentives

Financial incentives may be offered to contractors should they exceed a key performance indicator (KPI) in the performance a contract in the form of a contract skills development goal in accordance with the requirements of this standard which can be agreed to either through a negotiation process before or after a contract or order is awarded.

Financial incentives should not be confused for preferences for rewarding contactors for offering to achieve a deliverable and a financial penalty (low performance damages) for failing to deliver on obligations. The intention for offering financial incentives for the attainment of KPIs is to encourage, rather than coerce, the contractor to meet and exceed the employer's objectives.

Financial incentives can be formulated in a number of ways. The most common way is to make them linearly proportional to increases in contract participation goals. Stepped incentives may also be used. Consideration should be given to capping the quantum of the financial incentive.



Option X20 (Key Performance Indicators) of the NEC3 Engineering and Construction Contract, NEC3 Professional Service Contract and the NEC3 Term Service Contract makes provision for a contractor to be paid an amount stated in an incentive schedule if the target stated for a key performance indicator is improved upon or achieved.

Additional conditions of contract need to be framed and included in the contract data where use is made of other forms of contract.

Note: Financial incentives are usually used where Tenderers are not invited to Tender contract skills development goals, but are required to accept a minimum contract skills development goal and are rewarded for performance beyond the minimum.

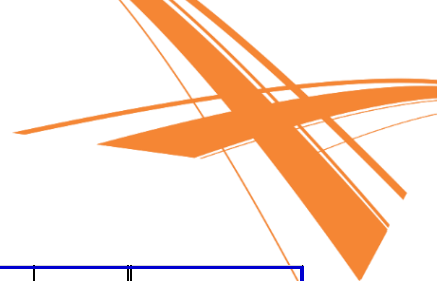
B3 Sanctions

Sanctions should be provided for in the contract in the event that the contractor fails to substantiate that any failure to achieve the contract participation goal was due to quantitative under runs, the elimination of items, or any other reason beyond the contractor's control which may be acceptable to the employer.

Appropriate action should be taken by employers against Tenderers who are awarded contracts in preference to others on a fraudulent basis or against contractors who fail to achieve their contractual obligations relating to the development of skills. Employers have a number of sanctions and contractual remedies available to address such situations, including the imposition of a financial penalty (low performance damages) more severe than the financial preference calculated at the time when Tenders were evaluated or more severe than complying with contractual obligations or not awarding future orders in terms of framework agreements.



PART C2.3 BILL OF QUANTITIES



SECTION1			
Bill No 1			
PRELIMINARIES & GENERAL			
SCHEDULE OF QUANTITIES			
No alterations, erasure, omission or addition is to be made in the text and conditions of these schedules of quantities and should any such alterations, amendments, note or additions be made, the same will not be recognised, but the reading of these schedules of quantities as prepared by the quantity surveyor will be adhered to. The contractor is warned that should he use any quantities appearing in these schedules for the purpose of ordering material, he does so at his own risk and no liability whatsoever will be admitted by the Employer or quantity surveyor for the correctness of such quantities.			
CONTRACT DOCUMENTS			
These Bills of Quantities, together with the documents annexed hereto, will constitute the agreement.			
TRADE PREAMBLES			
For Preambles refer to Department of Public Works: Specification of materials & methods to be used: PW371			
OCCUPATIONAL HEALTH AND SAFETY ACT			
The Contractor is to comply with the OHS Act and requirements in all respects. He will be required to submit a Health and Safety plan to the Department for approval prior to site being handed over.			
	Item	1	R
PRELIMINARIES & GENERAL			
Note: Preliminaries will be paid on a pro-rata basis as the work proceeds (i.e. on a Value basis, NOT Time or Fixed).			
Contractors allowance for all Preliminaries complete for the full duration of the project	Item	1	R
Carried Forward to Final Summary			R
SECTION1 - BUILDING REPAIRS AND RENOVATIONS, ETC			
BILL NO.1			
Preliminaries & General			



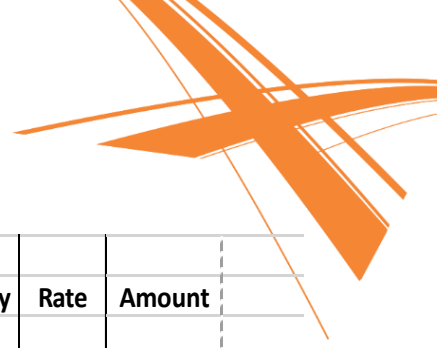
SECTION 2						
BILL NO 1			Unit	Quantity	Rate	Amount
ALTERATIONS						
PREAMBLES		For Preambles refer to "Department of Public Works : Specification of Materials & Methods to be used PW371"				
REMOVAL OF EXISTING WORK						
<u>Breaking up and removing mass concrete</u>						
1	Pavings and steps not exceeding 200mm thick	m ³	5			
<u>Breaking down and removing brickwork etc incl finishes etc</u>						
2	Half brick walls	m ²	1			
3	One brick walls	m ²	1			
4	280mm Cavity walls	m ²	1			
<u>Take out and remove</u>						
5	Timber single door size 813 x 2032mm high and prepare frame to receive new door	No	14			
6	Alluminium swing door size 2250 x 2150mm	No	2			
7	Single steel door frame and prepare opening to receive new	No	4			
8	Single timber door frame and prepare opening to receive new	No	3			
9	Timber skirting 19 x 69mm high	m	300			
10	Fibre cement ceilings including cornice & branderir	m ²	50			
11	Suspended ceilings	m ²	500			
12	Vinyl floor covering including preparing screed to receive new	m ²	50			
Carried forward					R	



1	Carpet tiles and including preparing screed to receive new	m ²	350		
2	Steel roof sheeting	m ²	25		
3	Steel roof sheeting including timber purlins	m ²	50		
4	Fibre cement fascia or barge board	m	25		
5	Mortice lock from timber door and steel frame	No	90		
6	Timber door with fitted glass (813 x 2032mm)	No	5		
7	Lever furniture from timber door and prepare to receive new	No	15		
	<u>Hack off/up and remove ceramic tiles</u>				
8	150 x 150mm Wall tiles and prepare to receive new	m ²	10		
9	300 x 300mm Floor tiles and prepare to receive new	m ²	10		
	<u>Building up openings in brick walls (NFP bricks in class II mortar) including making good cement plaster both sides (paintwork elsewhere measured)</u>				
10	Half brick walls	m ²	5		
11	One brick walls	m ²	5		
12	280mm Cavity walls	m ²	5		
	<u>SUPPLY AND REPLACE, REPAIR OR RE-FIX AND MAKE GOOD ALL FINISHES IN ALL TRADES</u>				
13	Ease and adjust door	No	10		
	Carried forward				
	Brought forward				



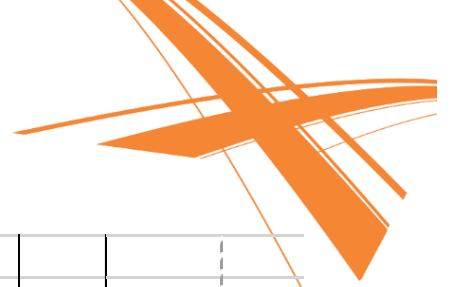
BILL NO 2	Unit	Quantity	Rate	Amount
WATERPROOFING				
PREAMBLES				
For Preambles refer to "Department of Public Works : Specification of Materials & Methods to be used PW371"				
<u>WATERPROOFING TO ROOFS, ETC.</u>				
Waterproofing to roofs, etc. must be done by an approved firm of specialists in this type of work and must be carried out in accordance with the Manufacturer's instructions. The Contractor must provide a ten year guarantee acceptable to the Client for this work and deposit same with the DRPW before the work is put in hand.				
<u>4mm Thick Derbigum SP waterproofing membrane including laps, turn-ups, turn-downs, etc. and preparing and priming concrete or screeded surfaces</u>				
1	On flat roofs	m ²	50	
<u>JOINT SEALANTS</u>				
<u>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc.</u>				
2	10 x 10mm In expansion joints in walls or floors including raking out expansion joint filler as necess	m	20	
Carried to Final Summary			R	



BILL NO 3		Unit	Quantity	Rate	Amount
ROOF COVERINGS					
PREAMBLES					
For Preambles refer to "Department of Public Works : Specification of Materials & Methods to be used PW371"					
<u>FIXING</u>					
Fixing shall be done according to SABS 1200HB with minimum 225mm end laps.					
<u>Guarantee</u>					
The contractor will be required to provide a written guarantee stating that:					
<u>1. the roof sheeting is of the specified thickness</u>					
<u>2. the client is indemnified against any defects including colour deterioration for a minimum period of 15 years</u>					
<u>STEEL ROOF SHEETING AND ACCESSORIES</u>					
<u>0.6mm S-profile Z275 galvanised corrugated roofing sheets and 0.8mm thick accessories with polyclosers where necessary, both with Classicoat finish one side and standard grey backing coat other side, fixed to timber purlins at approximately 1.2m centres</u>					
1	Roof covering with pitch not exceeding 25°	m ²	200		
2	Ridge capping	m	50		
Carried to Final Summary					



	Unit	Quantity	Rate	Amount
BILL NO 4				
CARPENTRY & JOINERY				
PREAMBLES				
For Preambles refer to "Department of Public Works : Specification of Materials & Methods to be used PW371"				
<u>FIXING</u>				
Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.				
<u>ROOFS ETC.</u>				
1	50 x 76mm Purlins	m	50	
<u>EAVES, VERGES, ETC.</u>				
<u>Medium density plain fibre cement</u>				
2	12 x 225mm Fascias and narge boards including Chromaprep steel H-profile jointing strips, screws, holes, etc.	m	30	
3	85 x 275mm Barge board fixed to roof timbers including Chromaprep steel H-profile jointing strip screws, holes, etc.	m	15	
<u>SKIRTINGS</u>				
<u>Wrought meranti</u>				
4	19 x 76mm Skirting with and including 19mm quadrant bead	m	20	
<u>DOORS, ETC.</u>				
5	Semi solid flush panel door and paint one coat prim one coat undercoat and two coats gloss enamel	No	5	
6	Ditto but three coats varnish	No	5	
Carried forward				



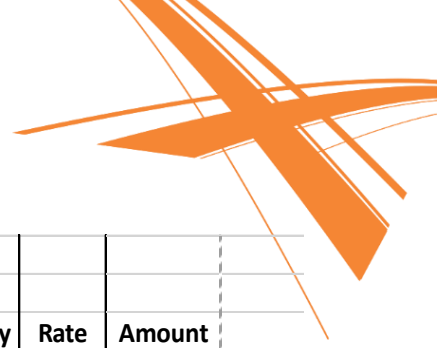
1	Solid core flush panel door and paint one coat primer, one coat undercoat and two coats gloss enamel	No	5		
2	Ditto but three coats varnish	No	5		
3	SA Pine framed, ledged and braced door size 813 x 2032mm high and paint one coat primer, one coat undercoat and two coats gloss enamel	No	5		
4	Ditto but three coats varnish	No	5		
5	Meranti framed ledged and braced door size 813 x 2032mm high and paint one coat primer, one coat undercoat and two coats gloss enamel	No	5		
6	Ditto but three coats varnish	No	5		
7	Meranti framed ledged and braced double door size 1613 x 2031mm high in two equal leaves with rebated meeting edges and paint three coats varnish	No	5		
	Carried to Final Summary				



BILL NO 5	Unit	Quantity	Rate	Amount
<u>CEILINGS, PARTITIONS</u>				
PREAMBLES				
For Preambles refer to "Department of Public Works : Specification of Materials & Methods to be used PW371"				
<u>FIXING</u>				
Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.				
<u>NAILED UP CEILINGS</u>				
<u>6.4mm Rhinoboard ceiling fixed to branderling with 38mm galvanised clout nails at 150mm centres with Fibatape cover strips over joints with all nail heads stopped and sanded level , all in strict accordance with Manufacturer's instructions</u>				
1	Ceilings on existing 38 x 38mm branderling at 400mm centres	m ²	100	
2	Ditto but including 38 x 38mm sawn softwood branderling at 400mm centres in one direction only to timber trusses	m	15	
<u>Ceiling formed of Everite Thermo clad fissured white vinyl clad wi 25mm polystyrene backing square edged ceilingtiles size (1195x595x6mm) laid on white exposed tee suspension system with T83 main tees at 600mm centres with T24/38 cross tees between each tile</u>				
3	Suspended ceilings not exceeding 1m below timber trusses at 760mm centres	m ²	500	
Carried to Final Summary				



BILL NO 6		Unit	Quantity	Rate	Amount
<u>FLOOR COVERINGS</u>					
PREAMBLES					
For Preambles refer to "Department of Public Works : Specification of Materials & Methods to be used PW371"					
<u>FLOOR COVERINGS</u>					
<u>2.5mm Fully flexible vinyl floor sheeting with welded joints</u>					
1	On floors	m ²	25		
<u>300 x 300 x 2.5mm Semi-flexible vinyl tiles</u>					
2	On floors	m ²	50		
<u>SUNDRIES</u>					
<u>Prepare and apply three coats of a water based floor dressing complying to SABS 1042</u>					
3	On vinyl flooring	m ²	75		
Carried to Final Summary					



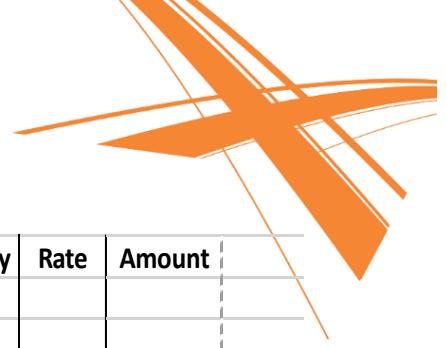
BILL NO 6		Unit	Quantity	Rate	Amount
<u>IRONMONGERY</u>					
PREAMBLES					
For Preambles refer to "Department of Public Works : Specification of Materials & Methods to be used PW371"					
<u>Fixing</u>					
Descriptions of all items shall be deemed to include fixing in position and all fixing accessories					
All keys are to have a plastic tag with the door number					
<u>HINGES, BOLTS, ETC</u>					
1	100mm SC barrel bolt with keep fixed to metal.	No	5		
2	Flat spring loaded cabinet hinges in brass finish	No	5		
<u>CATCHES, CABIN HOOKS, ETC</u>					
3	100mm SC cabin hook and eye.	No	5		
<u>LOCKS, ETC</u>					
<u>Union</u>					
	3122-51 Padlock.	No	3		
	CZ 682-24CH/2295-76SC two lever mortice lockset	No	2		
	CZ 682-24CH/2277-76SC three lever mortice lockset	No	70		
<u>DOOR CLOSERS</u>					
	Union 781 regular arm overhead door closer	No	5		
Carried Forward				R	



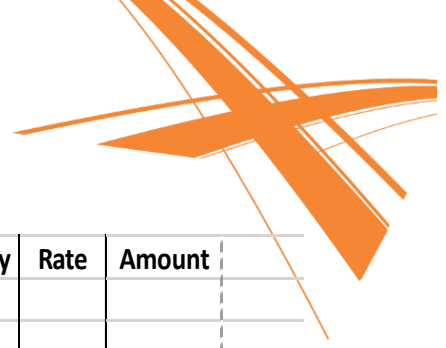
Brought Forward					
<u>LETTERS, NAMEPLATES, ETC.</u>					
All signplates and door numbers are to be engraved on 3mm white perspex with blue writing. Numerals or letters to be 50mm high.					
150 x 150mm sign with one numeral drilled and screwed to door with chromium plated dome headed screws	No	5			
150 x 150mm sign with two numerals drilled and screwed to door with chromium plated dome headed screws	No	5			
250mm x 150mm sign with ten letters drilled and screwed to door with chromium plated dome headed screws	No	1			
<u>UNION</u>					
AL5066E-06ASE10 Male indicator sign	No	1			
AL5066E-06ASE11 Female indicator sign	No	1			
AL5066E-06ASE14 Paraplegic toilet sign	No	1			
AL5066E-06ASE05 FHR sign	No	1			
SS5067-06SS push plate 152 x 178 x 2mm	No	2			
SS5089-300W kickplate 300mm high x 800mm wide x 1.6mm 304 grade stainless steel	No	5			
Union AL8722AS rubber tipped hat & coat hook	No	5			
DJW Concealed fixing rubber door stop fixed to wall floor as per instruction	No	5			
Door sign with fifteen 30 mm letters drilled and screwed to door with chromium plated dome headed screws	No	10			
Carried forward				R	



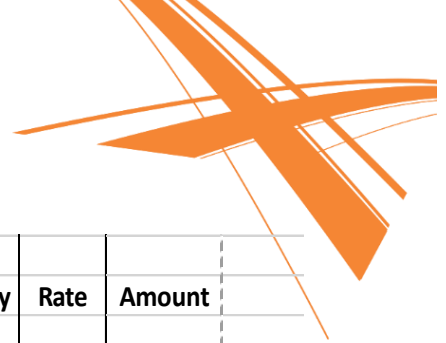
	Brought Forward			R	
	<u>PELMETS AND CURTAIN TRACKS</u>				
	Natural anodised aluminium single curtain track including 14 rollers per metre, brackets, stopped ends, etc and plugged to face of wall	m	20		
	Ditto but double curtain track	m	10		
	<u>Kirton Forwin natural anodised aluminium hospital cubicle curtain track, including gliders, hangers, brackets, stopped ends, etc fixed through Rhinoboard ceiling to timber roof construction</u>				
	Track approximately 440mm below nailed up ceiling	m	30		
	Extra for end plugged and screwed.	No	6		
	Extra for radius bend.	No	5		
	<u>BATHROOM FITTINGS</u>				
	Kimberly Clark liquid soap dispenser (Code 427518) fixed in accordance with manufacturer's specifications to walls	No	5		
	Kimberly Clark towel dispenser (Code 426510) fixed in accordance with manufacturer's specifications to walls	No	5		
	Kimberly Clark lockable metal three roll toilet roll dispenser fixed in accordance with manufacturer's specifications to walls	No	5		
	Kimberly Clark disposer bin (code 426213) in accordance with manufacturer's specification to walls	No	5		
	Carried forward			R	



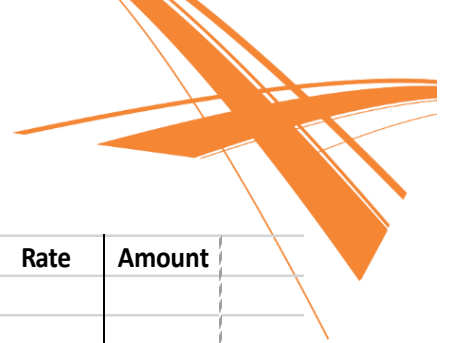
BILL NO 8	Unit	Quantity	Rate	Amount
<u>METALWORK</u>				
PREAMBLES				
For Preambles refer to "Department of Public Works : Specification of Materials & Methods to be used PW371"				
<u>SUNDRY STEELWORK</u>				
<u>WELDED SCREENS, GATES, ETC</u>				
<u>Hot dip galvanised after manufacture screens and gates to external doors</u>				
1	Single gate 900 x 2050 mm high of 60 x 40 x 2,5 mm hollow section frame filled in with 40 x 20 x 2.5 mm hollow section verticals at 120 mm centres, fitted with narrow style lock box and backing plate and two 100 mm heavy duty butt hinges welded.	No	2	
3	Double gate size 1500 x 2050 mm high, each leaf of 60 x 40 x 2.5 mm hollow section frame filled in with 40 x 20 x 2.5 mm hollow section verticals at 120 mm centres, one leaf fitted with narrow style lock box and backing plate and both leaves each with two 254 x 40 x 5 mm lock and band hinges built into brickwork and welded on.	No	2	
Carried to Final Summary			R	



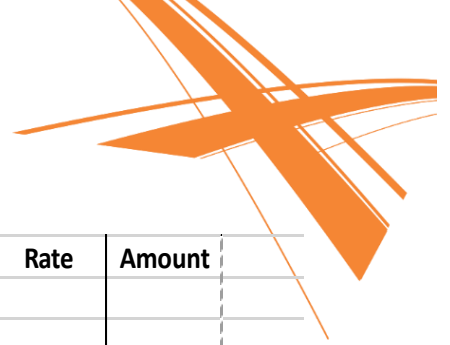
BILL NO 9	Unit	Quantity	Rate	Amount
<u>PLASTERING</u>				
PREAMBLES				
For Preambles refer to "Department of Public Works : Specification of Materials & Methods to be used PW371"				
<u>SCREEDS</u>				
<u>Screed on Concrete</u>				
1	25mm Thick on floors.	m ²	50	
<u>GRANOLITHIC</u>				
<u>Untinted granolithic on concrete</u>				
	30mm Average thick on floors to falls and currents	m ²	10	
<u>INTERNAL PLASTER</u>				
<u>Cement plaster on brickwork</u>				
2	On walls.	m ²	20	
3	On walls in isolated panels	m ²	10	
4	On walls in narrow widths	m ²	2	
<u>EXTERNAL PLASTER</u>				
<u>Cement plaster on brickwork</u>				
5	On walls	m ²	20	
6	On walls in isolated panels	m ²	10	
7	On walls in narrow widths	m ²	2	
Carried to Final Summary			R	



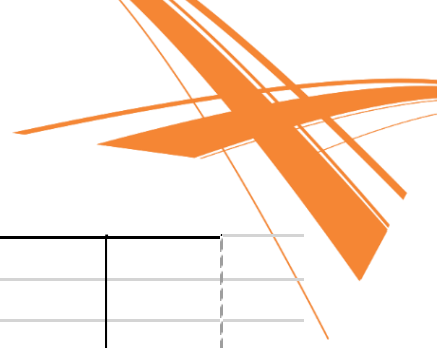
BILL NO 10	Unit	Quantity	Rate	Amount
TILING				
PREAMBLES				
For Preambles refer to "Department of Public Works : Specification of Materials & Methods to be used PW371"				
Fixing				
Tiling shall be fixed with an approved tile adhesive to a plaster backing. Plaster backing is measured elsewhere.				
WALL TILING				
152 x 152 x 5mm White glazed ceramic tiles				
On walls	m ²	20		
On walls in isolated panels, splashback, etc.	m ²	5		
TOILET PAPER HOLDERS, ETC				
Armitage Shanks white glazed ceramic				
Type ASA 401 soap dish.	No	5		
Type ASA 403 toilet paper holder.	No	5		
400x400x7.5mm ceramic tiles laid on existing concrete floor including tylon and gout and make good finish				
On horizontal surfaces	m ²	340		
Carried to Final Summary			R	



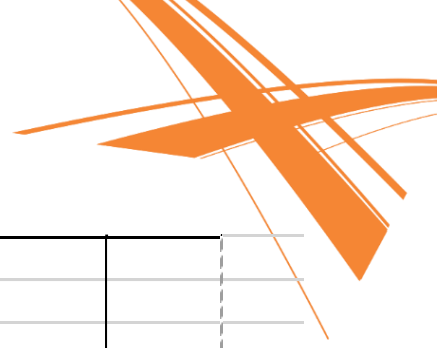
BILL NO 11	Unit	Quantity	Rate	Amount
GLAZING				
PREAMBLES				
For Preambles refer to "Department of Public Works : Specification of Materials & Methods to be used PW371"				
<u>SUPPLY AND REPLACE, REPAIR OR RE-FIX AND MAKE GOOD ALL FINISHES IN ALL TRADES</u>				
<u>Glazing complete per m² or portion thereof in steel, timber sashes or winblocks including necessary putty, glazing beads, neoprene glazing channels, silicon sealnt, primer, removing of broken glass, etc. all to match existing</u>				
1 3mm Clear glass	m ²	20		
2 4mm Clear glass	m ²	40		
3 Obscure glass (all types)	m ²	20		
4 Georgian wire glass (obscure)	m ²	5		
5 6mm Laminated safety glass	m	20		
6 4mm Thick louvre blades 100mm wide	m	20		
7 6mm Thick laminated louvre blades 150mm wide	m	20		
8 Obscure georgian wire glass louvre blades 150mm w	m	20		
9 Replace defective putty only	m	30		
10 6mm Thick mirror size 450 x 600mm including four CP dome headed screws	No	10		
Carried to Final Summary			R	



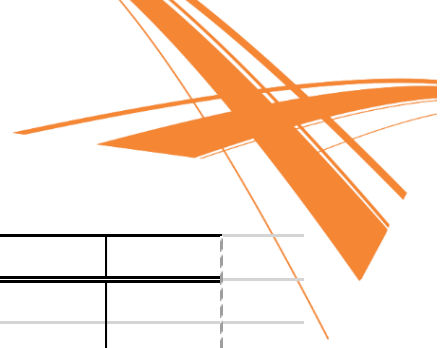
<u>BILL NO 12</u>		Unit	Quantity	Rate	Amount
<u>PLUMBING & DRAINAGE</u>					
PREAMBLES					
For Preambles refer to "Department of Public Works : Specification of Materials & Methods to be used PW371"					
<u>BURST PIPES</u>					
<u>SUPPLY AND REPLACE OR REFIX AND MAKE GOOD ALL FINISHES IN ALL TRADES:</u>					
1	12mm Burst copper pipe including fittings and holderbats (exposed)	m	5		
2	19mm Ditto	m	5		
3	25mm Ditto	m	5		
4	32mm Ditto	m	5		
5	38mm Ditto	m	5		
6	50mm Ditto	m	5		
7	12mm Burst copper pipe including fittings, excavations and backfilling (underground)	m	5		
8	19mm Ditto	m	5		
9	25mm Ditto	m	5		
10	32mm Ditto	m	5		
11	38mm Ditto	m	5		
12	50mm Ditto	m	5		
13	12 mm Burst copper pipe including fittings, excavations, backfilling and making good paved areas (underground below paved areas)	m	5		
14	19mm Ditto	m	5		
				Carried forward	



		Brought forward				
15	25mm Ditto		m	5		
16	32mm Ditto		m	5		
17	38mm Ditto		m	5		
18	50mm Ditto		m	5		
19	12mm Burst copper pipe including fittings, hacking off plaster and making good - (chased into wall)		m	5		
20	19mm Ditto		m	5		
21	25mm Ditto		m	5		
22	32mm Ditto		m	5		
23	38mm Ditto		m	5		
24	50mm Ditto		m	5		
25	15mm Burst "polycop" pipe including fittings and holderbats - (exposed)		m	5		
26	22mm Ditto		m	5		
27	28mm Ditto		m	5		
28	35mm Ditto		m	5		
29	42mm Ditto		m	5		
30	54mm Ditto		m	5		
31	15mm Burst galvanised pipe including fittings and holderbats - (exposed)		m	5		
32	20mm Ditto		m	5		
33	25mm Ditto		m	5		
		Carried forward				



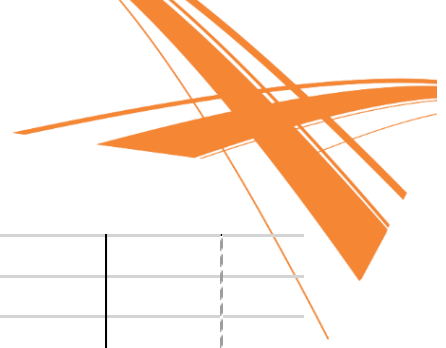
		Brought forward				
34	32mm Ditto	m	5			
35	40mm Ditto	m	5			
36	50mm Ditto	m	5			
37	15 mm Burst Galvanised pipe including fittings, excavations and backfilling (underground)	m	5			
38	20mm Ditto	m	5			
39	25mm Ditto	m	5			
40	32mm Ditto	m	5			
41	40mm Ditto	m	5			
42	50mm Ditto	m	5			
43	15mm Burst galvanised pipe including fittings, excavations, backfillings and making good paved areas (underground - below paved areas)	m	5			
44	20mm Ditto	m	5			
45	25mm Ditto	m	5			
46	32mm Ditto	m	5			
47	40mm Ditto	m	5			
48	50mm Ditto	m	5			
49	15mm Burst galvanised pipe including fittings, hacking off plaster and making good (chased into	m	5			
50	20mm Ditto	m	5			
		Carried forward				



		Brought forward				
51	25mm Ditto		m	5		
52	32mm Ditto		m	5		
53	40mm Ditto		m	5		
54	50mm Ditto		m	5		
55	20mm Burst class 12 UPVC pressure pipe - including fittings, excavations and backfilling (underground		m	5		
56	25mm Ditto		m	5		
57	32mm Ditto		m	5		
58	40mm Ditto		m	5		
59	50mm Ditto		m	5		
60	63mm Ditto		m	5		
61	90mm Ditto		m	5		
62	110mm Ditto		m	5		
63	20mm Burst class 12 UPVC pressure pipe - including fittings, excavations and backfilling and making good paved areas(underground below paved areas)		m	5		
64	25mm Ditto		m	5		
65	32mm Ditto		m	5		
66	40mm Ditto		m	5		
67	50mm Ditto		m	5		
68	63mm Ditto		m	5		
		Carried forward				



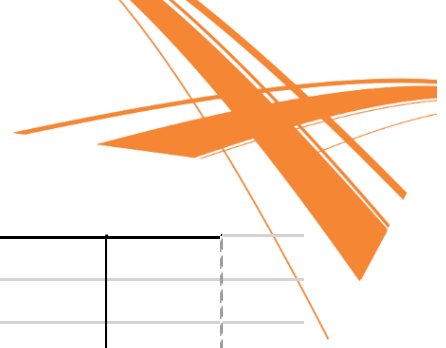
		Brought Forward			
69	90mm Ditto	m	5		
70	110mm Ditto	m	5		
71	90mm Ditto	m	5		
72	110mm Ditto	m	5		
73	50mm Burst fibre cement pressure pipe - including fittings, excavations and backfilling (underground)	m	5		
74	75mm Ditto	m	5		
75	100mm Ditto	m	5		
76	150mm Ditto	m	5		
77	50mm Burst fibre cement pressure pipe - including fittings, excavations and backfilling and making good paved areas(underground below paved areas)	m	5		
78	75mm Ditto	m	5		
79	100mm Ditto	m	5		
80	150mm Ditto	m	5		
81	<u>Defective sewer pipe 100mm in diameter in ground not exceeding 1m deep including fittings, excavations and backfilling - uPVC, cast iron, fibre cement or earthenware)</u>				
82	150mm Ditto	m	5		
83	100mm Ditto, but n.e. 2m deep	m	5		
84	150mm Ditto, but not exceeding 2m deep	m	5		
		Carried forward			



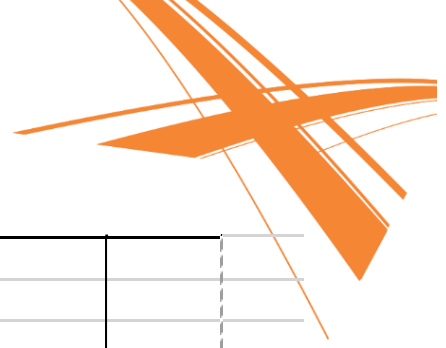
	Brought forward				
85	<u>Defective sewer pipe 100mm in diameter in ground not exceeding 1m deep below paved areas, including fittings, excavations and backfilling and making good (UPVC, castiron, fibre cement or earthenware)</u>				
86	150mm Ditto	m	5		
87	100mm Ditto, but n.e. 2m deep	m	5		
88	150mm Ditto, but not exceeding 2m deep	m	5		
	<u>REPLACE WASTE WATER PIPES</u>				
89	32mm Copper pipe including all fittings and holderbats	m	5		
90	38mm Ditto	m	5		
91	50mm Ditto	m	5		
92	32mm Galvanised pipe including all fittings and holderbats	m	5		
93	38mm Ditto	m	5		
94	50mm Ditto	m	5		
95	40mm uPVC pipe including all fittings and holderbats	m	5		
96	50mm Ditto	m	5		
	<u>REPLACE WATER SUPPLY PIPING</u>				
	Replace existing exposed defective or redundant water supply piping (including all necessary fittings and holderbats) with new piping of similar material				
97	12mm Copper	m	5		
98	19mm Ditto	m	5		
	Carried forward				



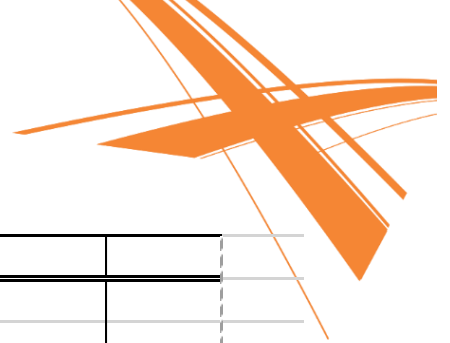
		Brought Forward				
99	25mm Ditto	m	5			
100	32mm Ditto	m	5			
101	38mm Ditto	m	5			
102	50mm Ditto	m	5			
103	15mm Polycop	m	5			
104	22mm Ditto	m	5			
105	28mm Ditto	m	5			
106	38mm Ditto	m	5			
107	42mm Ditto	m	5			
108	54mm Ditto	m	5			
109	15mm Galvanised	m	5			
110	20mm Ditto	m	5			
111	25mm Ditto	m	5			
112	32mm ditto	m	5			
113	40mm Ditto	m	5			
114	50mm Ditto	m	5			
115	20mm Class 12 UPVC pressure pipe	m	5			
116	25mm Ditto	m	5			
117	32mm Ditto	m	5			
118	40mm Ditto	m	5			
		Carried forward				



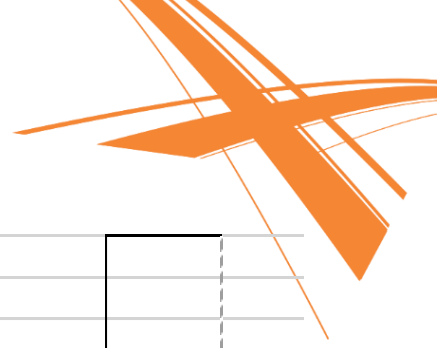
		Brought Forward			
119	50mm Ditto	m	5		
120	63mm Ditto	m	5		
<u>REPLACE VENT AND WASTE PIPES</u>					
Replace existing exposed defective or redundant waste pipe (including all necessary fittings and holderbats) with new piping of same material					
121	32mm uPVC	m	5		
122	40mm Ditto	m	5		
123	50mm Ditto	m	5		
124	75mm Ditto	m	5		
125	110mm Ditto	m	5		
126	160mm Ditto	m	5		
<u>SUNDRIES</u>					
127	Replace 12mm copper pipe with Class 12 uPVC pressure pipe including all fittings and holderbats	m	5		
128	19mm Ditto	m	5		
<u>TAPS, ETC</u>					
129	Replace tap washer 12mm/19mm	No	1		
Replace plunger and tap washer:					
130	12mm	No	1		
131	19mm	No	1		
Carried Forward					



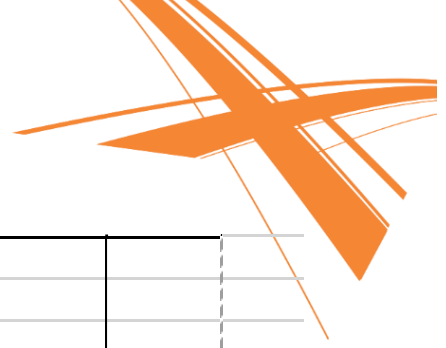
	Brought Forward				
132	Replace 12mm tap: CP/Brass, pillar/bib, plain/thr	No	1		
133	19mm Ditto	No	1		
134	Replace 12mm Connector/fittings (copper/galvan	No	1		
135	19mm Ditto	No	1		
136	Replace tap head parts (CP/brass)	No	1		
	<u>Replace underwall stopcock</u>				
137	12mm CP	No	1		
138	19mm CP	No	1		
	<u>WC CISTERN</u>				
139	Replace plunger washer, clean and adjust	No	1		
140	Replace ball valve complete (brass)	No	1		
141	Replace float (ball) only (PVC/plastic)	No	1		
142	Replace syphon only	No	1		
143	Re-fix cistern	No	5		
144	Replace PVC (plastic) cistern lid	No	5		
145	Replace porcelain cistern lid	No	5		
146	Replace cistern complete with all accessories (pla	No	3		
147	Replace cistern complete with all accessories (porcelain)	No	3		
148	Replace/re-fix cistern handle	No	2		
149	Overhaul, clean and adjust cistern	No	5		
	Carried Forward				



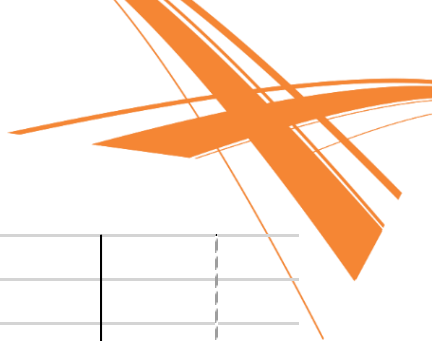
		Brought forward			
		<u>BETA VALVE</u>			
150	Replace complete	No	1		
151	Replace ball only	No	2		
152	Replace pull rod	No	2		
153	Replace syphonic unit in low level cistern	No	1		
154	Replace 15mm PVC ballvalve complete	No	1		
155	Service 15mm ballvalve complete	No	1		
		<u>WC PANS</u>			
156	Replace pan's "P"or "S"trap	No	2		
157	Replace double flap heavy duty plastic seat	No	10		
158	Replace flush pipe rubber connector	No	3		
159	Seal joint (pan/ pan connector)	No	5		
		<u>FLUSH MASTER TO WC OR URINAL</u>			
160	Overhaul, clean and adjust	No	10		
161	Replace kit	No	10		
162	Replace complete unit	No	10		
		<u>URINAL</u>			
163	Service automatic flushing cistern and adjust	No	5		
164	Replace sparge pipe	No	2		
165	Re-fix sparge pipe holderbat/bracket	No	2		
		Carried Forward			



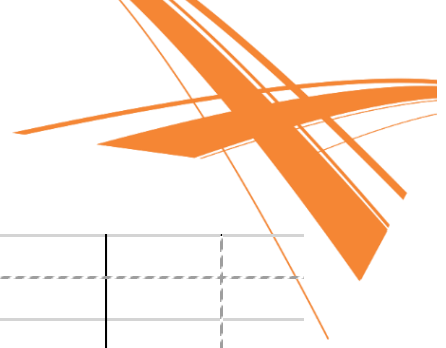
		Brought forward			
		<u>WASH HAND BASIN</u>			
166	Replace vireous china WHB to wall approx 550 x 400	No	1		
167	Ditto but medical basin	No	3		
168	Replace stainless steel basin approx 550 x 400mm	No	1		
169	Re-fix loose whb incl all necessary brackets, screws	No	2		
170	Replace basin/sink trap	No	3		
		<u>REPLACE VERTICAL OR HORIZONTAL TYPE HOT WATER CYLINDER INCLUDING NOT MORE THAN 1 METRE OF PIPING AT EACH CONNECTION COMPLETE WITH ALL NECESSARY FITTINGS</u>			
		Every installation must be complete with all safety valves, pressure relief valves, vacuum breakers, etc. and where required non-return valves to ensure that water flows only in the required direction. All in accordance with manufacturer's instructions			
		The use of re-conditioned cylinders will not be permitted			
		NOTE: Electrical connection must be done by licensed electrician			
		<u>TYPE A COMBINATION</u>			
171	100 Litre capacity	No	1		
172	150 Litre capacity	No	1		
173	200 Litre capacity	No	1		
		<u>TYPE B 100 KPA PRESSURE</u>			
174	100 Litre capacity	No	1		
		Carried Forward			



		Brought forward				
175	150 Litre capacity	No	1			
176	200 Litre capacity	No	1			
<u>TYPE C 400 KPA MEGAFLO</u>						
177	100 Litre capacity	No	1			
178	150 Litre capacity	No	1			
179	200 Litre capacity	No	1			
<u>REPLACE DEFECTIVE 20mm DIAMETER VALVES AS BELOW</u>						
180	Safety valve (100 kPa)	No	1			
181	Pressure relief valve (100 kPa)	No	1			
182	Vacuum breaker (100kPa)	No	1			
183	Non-return valve (100 kPa)	No	1			
<u>BLOCKED PIPES</u>						
184	Open waste water pipe to bath/basin/sink	No	3			
185	Open blocked urinal	No	3			
186	Open blocked wc	No	5			
<u>MANHOLE COVERS C.I.</u>						
187	Replace light weight double seal type including fr	No	1			
188	Ditto but without frame	No	1			
189	Replace heavy duty double seal type with frame	No	1			
190	Ditto but without frame	No	1			
		Carried Forward				
		Brought Forward				



OPEN AND CLEAN DOWNPIPES					
191	Single storey	each	1		
192	Double storey	each	1		
193	Three storeys and higher	m3	6		
WASTE WATER TRAPS					
194	Take off and replace with new 32/38mm CP bottle	No	1		
195	Ditto, but uPVC trap	No	1		
SUNDRIES					
196	50mm PVC overflow pipe approx 5metres long	No	1		
197	Shower outlet brass grating	No	1		
198	50/85mm CP/Brass shower head	No	1		
199	Vandal resistant CP shower head	No	1		
200	Thiefproof toilet paper holder (3 rolls)	No	1		
201	Waste plug and chain to bath/basin/sink	No	1		
202	Cast iron cleaning eye cover	No	1		
203	100mm UPVC gulley grating	No	1		
Carried Forward					



		Brought Forward			
		<u>RAINWATER TANKS AND STANDS</u>			
204	5000 Litre polyethylene rotomoulded horizontal water storage tank complete, size 2510 x 2120 x 1450mm with lid holed for 100mm diameter pipe, fitted with and including 15mm brass bibtap with suitable adaptor and setting in position on and including concrete tankstand 2 x 2 x 0.5m high and tying down with 4mm diameter galvanised wire wrapped twice around centre of tank and secured to each corner of tank stand with 30 x 1.6 x 3m long galvanised hoop iron cramp cast into concrete (Note: tanks to be filled with water before Practical Completion)	No	3		
Carried to Final Summary					



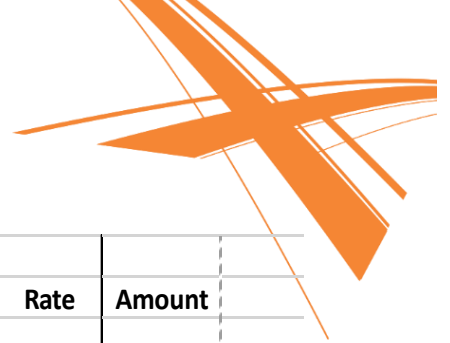
	Unit	Quantity	Rate	Amount
BILL NO 13				
PAINTWORK				
PREAMBLES				
For Preambles refer to "Department of Public Works : Specification of Materials & Methods to be used PW371"				
<u>PAINTWORK, ETC TO EXISTING WORK</u>				
<u>ON FLOATED PLASTER</u>				
Prepare surfaces, stop and remove all loose material, one coat alkali resistant primer and two coats approved pure acrylic emulsion (matt) paint				
1	On external walls	m ²	10000	
2	On ceilings and beams	m ²	7000	
Prepare surfaces, stop and remove all loose material, spot prime with one coat alkali resistant primer, one coat universal undercoat and two coats approved eggshell enamel paint				
3	On internal walls	m ²	9500	
<u>ON FIBRE CEMENT</u>				
Prepare surfaces, stop and remove all loose material, one coat alkali resistant primer and two coats approved pure acrylic emulsion (matt) paint				
4	On ceilings & beams	m ²	1000	
5	On fascias and barge boards	m ²	500	
6	On cills not exceeding 300mm girth.	m	200	
Carried forward			R	



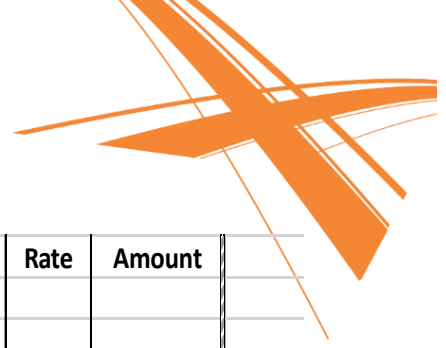
	Brought Forward			R	
<u>ON METAL</u>					
Prepare surfaces and remove all loose material, paint, grease, salts and contamination and apply one coat calcium plumbate primer, one coat undercoat and two coats alkyd enamel paint on galvanised steel :					
1	On windows with burglar bars	m ²	100		
2	On gates, grilles, burglar screens, balustrades, etc	m ²	80		
3	On rails, bars, pipes, etc not exceeding 300 mm girth	m	50		
<u>ON WOOD</u>					
Spot prime bare surfaces with wood primer and apply one coat undercoat and two coats satin polyurethane enamel paint					
4	On doors	m ²	150		
5	On door frames	m ²	60		
6	On skirtings, rails, etc not exceeding 300mm girth.	m	40		
<u>PAINTWORK, ETC. TO NEW WORK</u>					
<u>ON FLOATED PLASTER</u>					
One coat alkali resistant primer and two coats approved pure acrylic emulsion (matt) paint					
7	On internal walls	m ²	200		
				R	
Carried Forward					



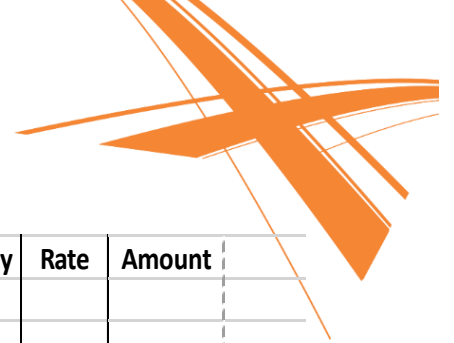
Brought Forward			R
<u>ON METAL</u>			
Clean down, prepare and one coat self-etching primer one undercoat and two coats gloss alkyd enamel paint on galvanised steel			
On door frames	m ²	10	
On steel windows with burglar bars	m ²	10	
<u>ON WOOD</u>			
Knot, prime, stop, sand down and prepare wood surfaces, spot prime bare surfaces with wood primer and apply one coat undercoat and two coats satin polyurethane enamel paint			
On doors	m ²	15	
On door frames	m ²	10	
On skirtings n.e. 300mm girth	m	40	
Three coats approved clear eggshell polyurethane varnish			
On doors	m ²	10	
On door frames	m ²	5	
On skirtings n.e. 300mm girth	m	30	
Carried to Final Summary			R



	Unit	Quantity	Rate	Amount
BILL NO 14				
External Works				
PREAMBLES				
For Preambles refer to "Department of Public Works :				
Specification of Materials & Methods to be used PW371"				
External Works				
Allow R300 000.00 (Three Hundred Thousand Rand)				
to be used at Quantity Surveyor or Project Leader's				
discretion	Item	1	3000000	
Carried forward			R	



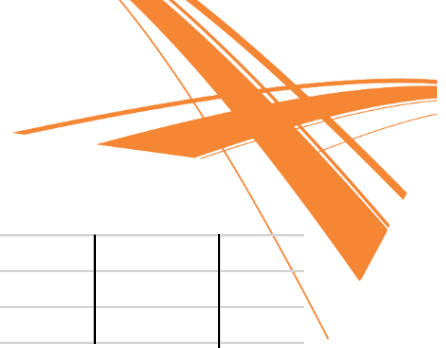
BILL NO 15	Unit	Quantity	Rate	Amount
<u>LABOUR & MATERIAL RATES</u>				
The following Labour and Material Rates are to be used for non-schedule items that cannot be measured in accordance with the Standard System of Measurement.				
<u>LABOUR RATES</u>				
Number of hours claimed are to be signed off by the Sister on duty. These hours are to be actual hours worked on site. <u>Travelling time</u> will not be separately reimbursed and as such labour rates must include for travelling to and from site, supervision and overhead costs and profit.				
<u>Rates for Artisan (skilled)</u>				
1 Carpenter	Hr	300		
2 Ditto but after hours	Hr	30		
3 Bricklayer/Plasterer	Hr	300		
4 Ditto but after hours	Hr	30		
5 Plumber	Hr	300		
6 Ditto but after hours	Hr	30		
<u>Rates for general workers (unskilled)</u>				
7 General worker	Hr	1200		
8 Ditto but after hours	Hr	120		
<u>Invoices for materials used to be submitted with the application for payment</u>				
Budgetary allowance for materials (one hundred thousand Rand)	Item	1	R	100000.00
Allow for profit mark up on materials	Item	1		
Carried to Final Summary			R	



<u>BILL NO 16</u>	Unit	Quantity	Rate	Amount
<u>PROVISIONAL SUMS</u>				
<u>DOMESTIC SUB-CONTRACTORS</u>				
The following provisional sums are for work to be carried out by specialist firms which will be regarded as domestic sub-contractors to the main contractor. The main contractor will be requested to call for quotations from firms selected in conjunction with the Project Manager or in the case of emergency from a single source supplier on instruction from the Project Manager				
<u>PLUMBING AND DRAINAGE</u>				
1 Allow the sum of R50 000(fifty thousand Rand) for specialist plumbing repairs	Item	1		50000
2 Allow for profit	Item	1		
3 Allow for attendance	Item	1		
<u>WATERPROOFING</u>				
Allow the sum of R30 000 (thirty thousand Rand) for specialist waterproofing	Item	1		30000
Allow for profit	Item	1		
Allow for attendance	Item	1		
Carried Forward				R



	Brought Forward		R	
	<u>TRAVELLING RATES</u>			
	A standard rate of R2.50 (two Rand and Fifty cents) per kilometre will be paid irrespective of the capacity of the vehicle used. The distance will be measured from the workplace (domicilium citandi et executandi) of the contractor within the relevant city/town of the contract to the facility where the service has been rendered. If the contractor's premises are located outside of the contract area - the applicable travelling distance which will be reimbursed will be that as measured from the DPW East London office to the facilities in question. Multiple trips for simple jobs will not be entertained.			
	Allow the sum of R75 000 (seventy five thousand Rand) for travelling to and from the site			75000
	<u>CONTINGENCY SUM</u>			
	Allow the sum of R200 000 (two hundred thousand Rand) to be used as instructed by the Project Leader			200000
	Carried to Final Summary			



<u>FINAL SUMMARY</u>			
	Page		Amount
<u>SECTION 1</u>			
1 Preliminaries	1	R	
<u>SECTION 2</u>			
1 Alterations	3	R	
2 Waterproofing	4	R	
3 Roof Coverings	5	R	
4 Carpentry & Joinery	7	R	
5 Ceilings	8	R	
6 Floor coverings	9	R	
7 Ironmongery	13	R	
8 Metalwork	14	R	
9 Plastering	15	R	
10 Tiling	16	R	
11 Glazing	17	R	
12 Plumbing & Drainage	31	R	
13 Paintwork	34	R	
14 External Works	35	R	
14 Labour and Material rates	36	R	
15 Provisional Sums	39	R	
CPAP: Escalation Allowance: One hundred thousand rand		R	100000
SUB-TOTAL		R	
VALUE ADDED TAX - 15%		R	
TOTAL CARRIED TO FORM OF OFFER AND ACCEPTANCE		R	



DRAWINGS / ANNEXURES

N/A



PART 3 - LIST OF DRAWINGS/ANNEXURES





C3 SCOPE OF WORK (TERMS OF REFERENCE)



C3 Scope of Work

1. GENERAL

a) EXTENT OF THE WORKS

Contract for Repairs and Renovations to Department of Public Works Buildings around East London, Zwelitsha, Peddie, Middledrift/Fort Beaufort, Butterworth/Idutywa and Elliotdale. The work generally comprises of all the building works trades depending which institution is being attended at that particular period.

b) ORDER OF THE WORKS

No particular order

c) BUILDINGS OCCUPIED

Buildings are occupied

d) ACCESS

Sites are accessible during repairs after the sites has been handed over to the contractor



PART C4. SITE INFORMATION



C4.1 SITE INFORMATION

Project title:	TWO YEAR BUILDING MAINTENANCE CONTRACT FOR DPW BUILDINGS – AMATHOLE REGION
Project Number:	SCMU5-19/20-0016 AMR INF

1. GENERAL

- a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no 38 of 2000, the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
 - b) The consultant(s)/ project manager must acquaint themselves fully with all matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.
2. Describe nature of ground, surface conditions, water table as visible in test holes, and other indisputable facts that may affect construction. Provide available data and information.
 3. Specific requirements must be described in clause 12.1 of the Schedule of Variables, Section B, JBCC Preliminaries.
 4. The following points must be dealt with in detail, serves as guideline with regard to the issues to be covered under site information:
 - i) Improvements on site
 - ii) Results of soil investigations
 - iii) Underground services
 - iv) Adjacent buildings
 - v) Environmental issues
 - vi) Any other matters that could have an influence on construction activities.