



APPOINTMENT OF A CONTRACTOR FOR COMPLETION OF COMMUNITY RESIDENTIAL UNITS IN MANGAUNG METROPOLITAN MUNICIPALITY, DARK & SILVER CITY: BOTTOM SITE, BLOEMFONTEIN.

BID NO: HS – B14/2023-2024

TENDER SUBMITTED BY:

Name of Company: _____

Contact Person: _____

CSD Registration No: _____

Contact Numbers: Cell _____ Tel _____

E-mail: _____ Fax _____

CIDB Registration number: _____

SCM: ENQUIRIES

Contact person: ITALINE VAN DER WALT

E-mail: bids@fshs.gov.za

Private Bag X247

Bloemfontein

9300

CLOSING DATE: 11 October 2023

<p>TOTAL VALUE OF PROJECTS BIDDED FOR (INCLUDING VAT) <i>(As per SBD 1; Form of Offer and Acceptance and Bill of Quantities</i></p>
<p>R</p>



BID DOCUMENT

APPOINTMENT OF A CONTRACTOR FOR COMPLETION OF COMMUNITY RESIDENTIAL UNITS IN MANGAUNG METROPOLITAN MUNICIPALITY, DARK & SILVER CITY: BOTTOM SITE, BLOEMFONTEIN.

BID NUMBER:

HS-B14/2023-2024

CLOSING DATE:

11 October 2023

TIME:

11h00

VALIDITY PERIOD: 120 DAYS

NB:

- All documents must be completed with original black ink.
- The service providers shall bear the cost associated with the completion and submission of the bid document.
- The Department is not bound to accept any particular bid, and reserves the right to annul the selection process at any time prior to the contract being awarded, without incurring any liability to the bidders.
- **No late / e-mailed submissions will be accepted or considered.**

All bidders must indicate their CSD Registration number: MAAA_____



APPOINTMENT OF A CONTRACTOR FOR COMPLETION OF COMMUNITY RESIDENTIAL UNITS IN MANGAUNG METROPOLITAN MUNICIPALITY, DARK & SILVER CITY: BOTTOM SITE, BLOEMFONTEIN.

TENDER ADVERT DATE:	08 SEPTEMBER 2023
TENDER NUMBER	HS-B14/2023-2024
TITLE OF TENDER	APPOINTMENT OF A CONTRACTOR FOR COMPLETION OF COMMUNITY RESIDENTIAL UNITS IN MANGAUNG METROPOLITAN MUNICIPALITY, DARK & SILVER CITY: BOTTOM SITE, BLOEMFONTEIN.
EMPLOYER	FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS (FSHS)
EMPLOYER EMAIL	www.humansettlements.fs.gov.za
POSTAL ADDRESS	PRIVATE BAG X247
TOWN/CITY	BLOEMFONTEIN
CODE	9300
PHYSICAL ADDRESS1	OR TAMBO BUILDING
PHYSICAL ADDRESS2	7 TH FLOOR
PHYSICAL ADDRESS3	CNR ST ANDREWS AND MARKGRAAFF STREETS
PHYSICAL ADDRESS4	9301
E-MAIL:	bids@fshs.gov.za
BRIEFING DATE	NOT APPLICABLE
TENDER DOCUMENTS AVAILABLE @	www.etenders.gov.za at NO COST
CLOSURE DATE	11 OCTOBER 2023
CLOSURE TIME	11H00
TENDER BOX LOCATION	OR TAMBO HOUSE, GROUND FLOOR
SCM ENQUIRIES CONTACT PERSON	Italine van der Walt bids@fshs.gov.za
ENQUIRIES: PMU CONTACT PERSON	Thabiso Makepe technical.bids@fshs.gov.za
EVALUATION CRITERIA	Bidders will be evaluated on TECHNICAL FUNCTIONALITY Bidders who score 75 or more Points out of 100 points on technical functionality will be placed on the department database.



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SECTION A

PRESCRIBED STANDARD INDEX FOR SUBMISSION OF BID DOCUMENT



PRESCRIBED STANDARD INDEX

Flag no's	Information	Page no.
Front page	Company details: Company name and logo; Director's name; cell number; email address; CSD Registration number	
1	Invitation to Bid Part A and B	
2	Bidders Disclosure (SBD 4)	
3	Preference point claim form in terms of Preference Procurement Regulations of 2022 (SBD 6.1)	
4	Contract form – Rendering of Services (SBD 7.2) Part 1 and 2	
5	SARS Tax pin certificate	
6	Company registration documents	
7	Certified copy of a company registration certificate	
8	Joint Venture agreement in case of a Joint Venture	
9	Certified copy of a valid letter of good standing from the Compensations Commissioner or licensed insurer as contemplated in COIDA of 1993	
10	Certified copy of SANAS accredited B-BBEE Status Level Certificate or original sworn affidavit, if claiming specific group points for B-BBEE	
11	In case of a trust, consortium or joint venture, a certified copy of consolidated SANAS accredited B-BBEE Status Level Certificate should be submitted, if claiming specific group points for B-BBEE	
	Additional Mandatory Requirements	
12	A copy of a valid NHBRC certificate.	
13	A valid CIDB certificate. Bidders must have a CIDB grading of 9GB . Jointly calculated CIDB grading in case of a Joint Venture.	
	EVALUATION CRITERIA – FUNCTIONALITY	
14	Please attached the functionality documents.	



SECTION B

SCM CHECKLIST



CHECKLIST			
	SECTIONS COMPLETED	YES	NO
SECTION A	PRESCRIBED STANDARD INDEX FOR SUBMISSION OF BID DOCUMENT		
SECTION B	SCM CHECKLIST AND TECHNICAL CHECKLIST		
SECTION C	INVITATION TO BID (SBD 1) Part A and B Completed and signed		
SECTION D	TERMS OF REFERENCE (TOR) Please read and adhere to all instructions and accept terms of reference by signing the document		
SECTION E	PRICING SCHEDULE (SBD 3.1)		
	PRICING SCHEDULE – NON-FIRM PRICES (SBD 3.2) Part A and B		
	PRICING SCHEDULE (PROFESSIONAL SERVICES) (SBD 3.3)		
	BIDDER’S DISCLOSURE (SBD 4) Completed and signed		
	PREFERENCE POINTS CLAIM FORM IN TERMS OF PREFERENCE PROCUREMENT REGULATIONS OF 2022 (SBD 6.1)		
	CONTRACT FORM – PURCHASE OF GOODS/WORKS (SBD 7.1)		



The following documents are to be completed and returned, as they constitute the Tender. Whilst many of the returnable documents are required for the purpose of evaluating the Tenders, some will form part of the subsequent contract, as they form the basis of the Tender Offer. For this reason, it is very important that Tenderers return **all information requested**.

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES Failure to submit the following applicable documents may result in the Tender Offer being disqualified from further consideration.		
T2.1: a	Valid Tax Certificate or a unique security Personal Identification number (PIN) issued by the South African Revenue Services (SARS)	Tick if submitted
T2.1: b	Proof of Registration with SBD Supplier Database and National Treasury Central Supplier Database (CSD)	Tick if submitted
T2.1: c	Copy of VAT Registration Certificate if registered	Tick if submitted
T2.1: d	Copy of Certificate of Incorporation (If tenderer is a Company)	Tick if submitted
T2.1: e	Copy of Founding Statements (If tenderer is a Closed Corporation)	Tick if submitted
T2.1: f	Partnership Agreement (if tenderer is a Partnership)	Tick if submitted
T2.1: g	Certified copy of Identity Document (if tenderer is a One-man Concern)	Tick if submitted
T2.1: h	Joint Venture agreement (if the tenderer is a joint venture)	Tick if submitted
T2.1: i	Certified Copy of B-BBEE status level certificate or a B-BBEE Exempted Affidavit for exempted Micro Enterprises (Issued in terms of the amended construction sector code) Gazette Vol. 630 No. 41287 issued in terms of paragraph 3.6.2.4.1 (B) of tendering entity	Tick if submitted
T2.1: j	Copy of a valid COIDA certificate.	Tick if submitted
T2.1: k	Copy of a valid CIDB certificate.	Tick if submitted
T2.2.1	Works Previously Executed	Tick if submitted
T2.2.2	Present Commitments	Tick if submitted
T2.2.3	Authority of Signatory	Tick if submitted
T2.2.4	Prospective tender's registration form/Change of registration form	Tick if submitted
T2.2.5	Joint Venture Agreement	Tick if submitted
T2.2.6	Preferential Procurement	Tick if completed in full and signed
T2.2.7	Affidavit [if applicable]	Tick if submitted
T2.2.8	Proposed amendments and qualifications	Tick if completed in full and signed



RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES		
Failure to submit the following applicable documents may result in the Tender Offer being disqualified from further consideration.		
T2.2.9	Compulsory Enterprise Questionnaire	Tick if completed in full and signed
T2.2.10	Schedule of Proposed Subcontractors (if any)	Tick if submitted
T2.2.11	Declaration of Interest (SBD 4)	Tick if completed in full and signed
T2.2.12	Preference points claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1)	Tick if completed in full and signed
2 OTHER DOCUMENTS IN THE CONTRACT		
Part II	Form of Offer and Acceptance	Tick if completed in full and signed
Part VI (1)	Contract Data (Parts 1)	Tick if completed in full and signed
Part VI (2)	Data provided by the Contractor (Parts 2)	Tick if completed in full and signed
Part VI (3)	Form of Guarantee	Tick if completed in full and signed



SECTION C

INVITATION OF BID

(SBD 1)

PART A AND B



PART A

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HUMAN SETTLEMENTS FREE STATE PROVINCE					
BID NUMBER:	HS-B14/2023-2024	CLOSING DATE:	06 October 2023	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR COMPLETION OF COMMUNITY RESIDENTIAL UNITS IN MANGAUNG METROPOLITAN MUNICIPALITY, DARK & SILVER CITY: BOTTOM SITE, BLOEMFONTEIN.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
OR TAMBO HOUSE BUILDING, GROUND FLOOR, CNR ST ANDREWS AND MARKGRAAFF STRETS, BLOEMFONTEIN, 9301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	I van der Walt		CONTACT PERSON	T Makepe	
TELEPHONE NUMBER	051 405 4244		TELEPHONE NUMBER	051 403 3835	
E-MAIL ADDRESS	bids@fshs.gov.za		E-MAIL ADDRESS	technical.bids@fshs.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B

TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



SECTION D

TERMS OF REFERENCE

APPOINTMENT OF A CONTRACTOR FOR COMPLETION OF COMMUNITY RESIDENTIAL UNITS IN MANGAUNG METROPOLITAN MUNICIPALITY, DARK & SILVER CITY: BOTTOM SITE, BLOEMFONTEIN.



1. INTRODUCTION AND BACKGROUND

The Department of Human Settlements has projects in its business plan that requires the services of contractors who are accredited with National Home Builders Registration Council (NHBC) to undertake the construction of Dark and Silver City – Bottom site Community Residential Units (CRU) in Bloemfontein, Free State Province.

The purpose of this bid is to create sustainable human settlement developments through quality and durable residential products that comply with minimum standards and giving effect to the objectives of the Housing Act, 1997 remains a Government objective. This is confirmed by the provisions of the Housing Act, 1997. Section 1(vi) of the Housing Act, 1997 define, housing development as follows:

”the establishment and maintenance of habitable, stable and sustainable public and private residential environments to ensure viable households and communities in areas allowing convenient access to economic opportunities, and to health, educational and social amenities in which all citizens and permanent residents of the Republic will, on a progressive basis, have access to permanent residential structures with secure tenure, ensuring internal and external privacy and providing adequate protection against the elements.

While there are many technologies that can be used to produce a house that will meet a performance specification, it is essential that the resulting structure is acceptable to the community members who are the potential beneficiaries of the housing products. It is advisable that the acceptability of any proposed building system is tested in the earliest phase of project development and certainly, before the construction contract relating to the superstructure of the dwellings is officially approved and finalised.

The National Building Regulations (NBR) to Affordable Housing BR as published in the Government Gazette from time to time apply equally to low income housing, affordable housing and to luxurious housing developments. The NBR consist of performance standards for buildings, without prescribing how these are to be achieved. The newly introduced performance standard SANS 10400 XA- Energy Usage in Buildings will apply to the Government Housing Subsidy financed houses with effect from 01 April 2014.

In addition to compliance with the provisions of SANS 10400 XA the revised Norms and Standards now include a standard basic electrical installation comprising a pre-paid meter and lights and plugs to all living areas of the house.

The SABS 0400 publication, relating to the application of the building regulations contains both the NBR and a set of “deemed-to-satisfy rules”. The rules are provided to assist designers to meet the performance requirements set out in the regulations. It deals with conventional construction only, is not regulations, nor does it have the force of law of the NBR. For example:

Deemed-to-satisfy rule HH2.4 requires that the width of any continuous strip foundation shall not be less than 600mm in the case of a foundation to a load-bearing or free standing masonry wall.

On presenting either alternative to the municipality, it will be accepted as complying with the relevant building regulation, if it is shown to be the result of a rational design by an appropriately qualified competent person.

There are several methods of persuading a municipality that a particular design complies with the requirements of the NBR, namely that the building will be constructed in accordance with:

- a) A design that conforms in all respects with the Deemed-to-satisfy rules set out in SABS 0400;
- b) A certificate issued by the Board of Agrément SA, that is,
 - an Agrément Certificate, or
 - a MANTAG Certificate; and
- c) A rational design prepared by a competent person.



Unconventional building methods, systems or components, are covered by an Agrément Certificate. This provides an assurance of fitness for purpose of non-standardised buildings and construction products and systems, by evaluating these against prescribed performance criteria.

A MANTAG Certificate is a distinct type of Agrément Certificate dealing with:

“acceptable safety and health criteria for houses and related out-buildings, non-residential schools and primary health care centres in areas where the local authority is of the opinion that the type of construction is appropriate, given that in these areas it is of paramount importance that the buildings be erected at the lowest possible cost.”

“Rational designs” are normally presented in relation to the “structural strength and stability of a dwelling and much less frequently, in relation to:

- a) Resistance to rainwater penetration;
- b) Damp proofing;
- c) Fire protection;
- d) Lighting and ventilation; and
- e) Drainage.

However, there is a tendency for regulatory authorities that are presented with a rational design, to assume that it covers all aspects of the work. For this reason, the Free State Department of Human Settlements insists that the competent person must:

- a) Clearly identify those aspects of the building that are the subject of the rational design;
- b) Inspect for compliance with the rational design; and
- c) Assume full professional responsibility for the subsequent performance of the subjects covered by the rational design.

All aspects of the work that are not the subject of a rational design, must comply with the Deem-To- Satisfy rules of the SABS 0400 or be covered by a certificate issued by the Boards of Agrément SA.

The NHBRC was established in terms of Section 2 of the Housing Consumers Protection Measures Act, 1998 (Act No. 95 of 1998) as a statutory body with the prime objective to provide consumer protection through the regulation of the home building industry.

In terms of the provisions of the said Act, all home builders must be registered with the NBR and a home builder may not commence with the construction of a home unless the home is enrolled with the NHBRC. The NHBRC has also published Home Building Manuals and the technical requirements contained in the said Manuals are enforced by the NHBRC.

The Housing Subsidy Scheme was made subject to the provisions of the said Act with effect from 1 April 2002 and all houses that are to be constructed through the application of the housing subsidy only must be enrolled with the NHBRC and these houses will therefore be subject to the following technical specifications:

- a) The NBR;
- b) The Standards introduced by the NHBRC; and

The NHBRC requires the results of a geological survey of a particular stand or site and will evaluate the findings of the report and may require that specified precautionary measures be provided in respect of municipal engineering services and/or the dwelling to be constructed.

2. SCOPE OF WORK, INCLUDING BUT NOT LIMITED TO:

The appointed contractor is expected to undertake construction of the units in Bloemfontein, the project is to complete the incomplete units and also construction of new units and complete and make them ready for occupation. The work to be done include but not limited to the following elements: -

- i) Completion of the incomplete units.
- ii) Concrete works
- iii) Masonry/Brickwork



- iv) Waterproofing
- v) Plastering
- vi) Roofing
- vii) Carpentry and joinery
- viii) Glazing
- ix) Paintwork
- x) External works

3. COSTS

The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

4. GENERAL BID TERMS AND CONDITIONS

- 4.1. Where a bid is not received by the Department in the tender box by the closing date and time, it will be regarded as a late tender and thus it will not be considered.
- 4.2. The Respondent shall not assume that information and/or documents supplied to the Department, at any time prior to this request, are still available to the Department, and shall consequently not make any reference to such information document in its response to this bid.
- 4.3. The Respondent is responsible for all costs incurred in the preparation and submission of the proposal.
- 4.4. Certified copies of any affiliations, memberships and/or accreditations that support your submission must be included in the proposal.
- 4.5. Kindly note that the Department is entitled to:
 - a) Amend any bid conditions, validity period, specifications, or extend the closing date and/or time of these bid before the closing date. All Respondents to whom the bid documents have been issued, will be advised through the appropriate media platform, e.g. e-Tender portal or through emails, of any such amendments in good time;
 - b) Verify any information contained in a bid;
 - c) Not to appoint any bidder;
 - d) Vary, alter, and/ or amend the terms of this bid, at any time prior to the finalisation of its adjudication hereof.
 - e) Request Joint Venture or consortium to register the entity on CSD and to open a joint bank account within 30 days after the awarding of the contract.
- 4.6. An omission to disclose material information, a factual inaccuracy, and / or a misrepresentation of fact may result in the disqualification of a proposal, or cancellation of any subsequent contract.
- 4.7. Bidders are required to complete the preference claim form (SBD 6.1), and submit the relevant proof at the closing date and time of the bid in order to claim points for specific groups.
- 4.8. The Department also reserves the right to ward this bid as a whole or in part without furnishing reasons.
- 4.9. The Department may on reasonable justifiable grounds, award the bid that did not score the highest number of points.
- 4.10. The Department also reserves the right to cancel or withdraw from this bid as a whole or in part without furnishing reasons and without attracting any liability
- 4.11. The Respondent hereby offers to render all of the services described in the attached documents (if any) to the Department on the terms and conditions and in accordance with the specifications stipulated in this bid documents (and which shall be taken as part of, and incorporated into, this bid at the prices inserted therein).
- 4.12. This bid and its acceptance shall be subject to the terms and conditions contained in this document.
- 4.13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors.
- 4.14. The Department reserves the right to extend the contract period of the bid.
- 4.15. The Department reserves the right to conduct supplier due diligence during evaluation, prior to final award or at any time during the contract period.
- 4.16. The Department may communicate with Bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.



- 4.17. All communication between the Bidder and the Department must be done in writing via e-mails provided for in the bid document.
- 4.18. Should funds no longer be available to pay for the execution of the responsibilities of this bid, the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure, provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.
- 4.19. Where a shareholder/ member / individual has an interest in any other company that is participating in this bid, they must disclose, taking into consideration the provisions of SBD 4 and failure to do so will lead to disqualification.
- 4.20. All documents shall be completed with black ink on the date and time of submission of the bid.
- 4.21. Bidders are to ensure that all pages are attached.
- 4.22. The bidder must submit Performance guarantee of not less than 10% of the project value within 14 days upon award.
- 4.23. The bidder must ensure compliance with OHS Act within 30 days upon award.
- 4.24. Failure to accept the Terms of Reference and / or any Conditions associated with this bid or Contract or any part thereof, will result in the bid not being considered. Bidders may not amend any of the Conditions associated with this bid or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.

5. SERVICE LEVEL AGREEMENT

A Service Level Agreement will be entered into with the successful bidder.

6. LEGISLATION AND STANDARDS

- 6.1. It is the expectation of the Department that the bidder is familiar with all legislations and standards applicable to this Bid, including the following:
- 6.2. The National Treasury's Standard on Infrastructure Procurement and Delivery Management System (SIPDM),
- 6.3. Public Finance Management Act, act no 1 of 1999 as update on 30 April 2015,
- 6.4. Preferential Procurement Regulations of 2022,
- 6.5. CIDB ACT (38 of 2000)
- 6.6. All the relevant Legislations, Treasury Regulations, Circulars, and Instruction Notes.

7. EVALUATION PROCESS

The evaluation process comprises the following phases:

7.1 PHASE I: ADMINISTRATIVE COMPLIANCE (MANDATORY REQUIREMENTS)

Bidders will be disqualified for failure to produce documents listed under administrative compliance and mandatory requirements.

ADMINISTRATIVE COMPLIANCE:

- a) A copy of SARS Tax Pin certificate;
- b) Company registration documents;
- c) Copy of CSD report.
- d) Joint Venture agreement in case of a Joint Venture.
- e) Copy of a valid letter of good standing issued by the Department of Labour or a licensed insurer as contemplated in COIDA of 1993.
- f) All SBD forms to be completed and signed accordingly.
- g) The tenderer or any of its directors are not listed on the Register of Tenderers Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004.



MANDATORY REQUIREMENTS:

- a) A copy of a valid NHBRC certificate.
- b) A valid CIDB certificate. Bidders must have a **CIDB grading of 9GB**. Jointly calculated CIDB grading in case of a Joint Venture

7.2 OTHER NON-MANDATORY

All other non-mandatory compliance matters are verified and captured.

Annexure: Prescribed standard INDEX for easy submission for Bid document are attached to make sure that all necessary documentation is in line with the BID, please use this to make workflow efficient and effective for both companies and government administrators.

7.3 PHASE II: EVALUATION CRITERIA – FUNCTIONALITY

Bidders must achieve a **minimum of 75 points** and above of the functionality points in order to be eligible for further evaluation. Any proposal not meeting the minimum score of 75 points on the technical functionality at the time of bid closing date will be disqualified.

The skills, expertise and experience required are as follows:

No.	Criteria	Attachments	Points Allocation
1. Experience	Bidders are expected to demonstrate experience in the construction of housing/building projects. Bidders have to attach copies of appointment letters and completion certificates for all successfully completed projects. Failure to submit appointment letters and completion certificates will lead to no award of points.		
	Number of Projects with the minimum of R50 000 000 from 2017 to date Above 5 Projects (20 points) 3-4 projects (15 points) 1-2 projects (10 points) 0 projects (0 Points)	(Attach General Building completion certificates)	40 points
	Value of the largest General Building related project completed in the past 10 years R90 000 000 and above (20 points) R70 000 000 and R89 999 999 and above (15 Points) R50 000 000 and 69 999 999 and above (10 points) Below R50 000 000 (0 Points)	(Attach completion certificates)	
2. Key Staff	NB: <u>Full CVs and certified copies of qualifications</u> of the key staff as well as <u>affidavits allowing the use of their CVs</u> to be attached. Failure to attach any of these will result in no points being allocated. Specify the designation of each key staff on CVs or on the organogram of project team.		
	Project Manager 9 and above years of experience = 5 points 6 - 8 years of experience = 3 points 2 - 5 years of experience = 2 points	Full CV & Bachelor's Degree/ BTech in Built environment or Higher (NQF 7)	5 points



No.	Criteria	Attachments	Points Allocation
	<p>Site Agent 9 and above years of experience = 5 points 6 - 8 years of experience = 3 points 2 - 5 years of experience = 2 points</p> <p>Foreman 9 and above years of experience = 5 points 6 - 8 years of experience = 3 points 2 - 5 years of experience = 2 points</p> <p>Occupational Health and Safety 9 and above years of experience = 5 points 6 - 8 years of experience = 3 points 2 - 5 years of experience = 2 points</p>	<p>Full CV & National Diploma in Civil Engineering or Construction Management or Higher (NQF 6)</p> <p>Full CV & Accredited Trade in Built environment or Higher (NQF 4)</p> <p>Full CV & Accredited Certificate or Higher (NQF 4)</p>	<p>5 points</p> <p>5 points</p> <p>5 points</p>
3. Plant / Yellow Fleet	NB: Bidders to attach proof of ownership of plant/yellow fleet or a letter of intent to hire from a service provider (Plant Hire) or lease agreement. Non-submission will result in loss of points.		
	<p>List of required plant / yellow fleet:</p> <p>1 Crane = 5 points 1 Ready mix Batching plant = 5 points 1 Tipper truck = 5 points 1 Water truck (minimum 6000lt) = 5 points</p>	Attach proof of ownership of plant/yellow fleet or a letter of intent to hire from a service provider (Plant Hire) or lease agreement.	20 points
4. Risk analysis	Access to financial facility to be used as a working capital. This can either be in cash in the bank account of the company or pre-approved credit facility by a Registered Financial Institution.		
	<p>Access to financial facility of at least 10% of the offered amount (VAT Incl.) = 20 points Access to financial facility of 7 to 9% of the offered amount (VAT Incl.) = 15 points Access to financial facility of 5 to 6% of the offered amount (VAT Incl.) = 10 points No access to financial facility = 0 points</p>	Attach an original letter from the bank or financial institution confirming bank balance or an approved credit facility.	20 points
TOTAL SCORE FOR FUNCTIONALITY			100 Points

8. PHASE III: PRICE/FINANCIAL STAGE

Bids will be evaluated in terms of the new Preferential Procurement Regulation, 2022, effective from 16 January 2023.



9. EVALUATION CRITERIA

Functionality will be evaluated on the basis of the responses on the Functionality Questionnaire and supporting documentation supplied by the Bidders as follows:

The bids will be evaluated on technical / functionality compliance by allocating points in respect of functionality according to the criteria set out.

Bidders must ensure that the B-BBEE status level verification certificates submitted, issued by the following agencies:

- (i) Tenderers other than EME/QSEs: Verification agencies accredited by SANAS, or
- (ii) Tenderers who qualify as EME/QSEs: Sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oaths.

Verification agencies accredited by SANAS are identifiable by a SANAS logo and a unique BVA number.

10. VERIFICATION OF DOCUMENTS

Respondents should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the department in regard to anything arising from the fact that pages are missing or duplicated.

11. COMPULSORY CLARIFICATION MEETING

There will not be a clarification meeting for this bid.

Written enquiries must be directed to the following e-mail addresses: bids@fshs.gov.za or technical.bids@fshs.gov.za

12. REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD)

The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database is updated and valid.

- Are you a registered supplier on the Government's Central Supplier Database (CSD)? (Yes/No)
- Complete your registered CSD vendor number on the checklist.
- Provide a copy of the CSD Registration "Summary Report".
- Valid Tax Clearance Certificate or Tax Compliance Status pin
- Bidders must ensure that their tax information on Central Supplier Database (CSD) is in good standing and submit a valid Tax Clearance Certificate or valid tax compliance status pin.

13. TAX COMPLIANCE STATUS

It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations at the point of awarding.

The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.

14. SUBMISSION OF BID

Bids should be submitted at **O.R Tambo House Building** (in the tender box) situated on **Ground floor** at the address mentioned below. It is the responsibility of the prospective supplier to ensure that the bid document is deposited in the tender box before **11h00 on 11 October 2023**.



**OR Tambo House
Cnr Markgraaff and St Andrews streets
Bloemfontein
9301**

If a courier service company is being used for delivery of the proposal document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered to the tender box, as mentioned above.

The Department will not be held liable for loss of documents by courier services.

15. OFFICIALS PROHIBITED FROM SUBMITTING BIDS

In accordance with Treasury Instruction Note 17 of 2012, an employee of the State/Government or a Public Entity may not have a business interest in any entity conducting business with the Provincial Government.

The Provincial Government may not award any tender or enter into any contract with an employee of the State/Government or a provincial public entity contrary to Treasury Instruction Note 17 of 2012.

All bids received contrary to Treasury Instruction Note 17 of 2012 shall be disqualified.

For the definition of “business interest”, “employee” and “entity”, refer to par. 5 of Treasury Instruction Note 17 of 2012.

16. TERMINATION RIGHTS

An agreement can be terminated by a participant on grounds of poor service delivery or any other breach by the bidder.

Free State Human Settlements will be in a position to terminate an agreement without honouring the outstanding months where after following the prescribed remedial process stipulated in the agreement and agreement between the bidder and the Free State Human Settlements; it is proven that the bidder failed to remedy the poor provision of service.

17. AGREEMENTS

The Service Provider(s) will be expected to sign a framework agreement with the Free State Provincial Treasury on behalf of each participating Department. The Service Level Agreement will be subject to the bid documents, including the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).



18. SETTLEMENT OF DISPUTES

Notwithstanding clause 27 of the GCC, mediation proceedings will not be applicable to this contract

ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

Failure to accept the Terms of Reference and the General Conditions of Contract or any part thereof, may result in the bid not being considered. Bidders may not amend any of the Special Conditions or include their own conditions; as such amendments or inclusions will result in disqualification of the bid.

THE BIDDER MUST COMPLETE THE FOLLOWING

I _____ in my capacity as _____ of the Company, hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE

CAPACITY

Contact person of company:

NAME AND SURNAME

Tel. of company: (____) _____

Email address: _____



SECTION E

TENDERING PROCEDURES



PART I

FORM OF OFFER AND ACCEPTANCE



Form of Offer and Acceptance

A: OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

BID NO. HS-B14/2023-2024: APPOINTMENT OF A CONTRACTOR FOR COMPLETION OF COMMUNITY RESIDENTIAL UNITS IN MANGAUNG METROPOLITAN MUNICIPALITY, DARK & SILVER CITY: BOTTOM SITE, BLOEMFONTEIN.

The Tenderer, identified in the Offer signature block below, 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 authorised, 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:

R *(In words*

.....)
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: *(of person authorized to sign the tender*

Name: *(of signatory in capitals):*

Capacity: *(of Signatory):*

Name of Tenderer: *(organisation):*

Address:

Telephone number:..... Fax number:

Witness:

Signature:

Name: *(in capitals):*

Date:

[Failure of a Tenderer to sign this part of the Form of Offer and Acceptance will invalidate the tender]



B: ACCEPTANCE

By signing this part of the 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 as set out in the General and Special Conditions of Contract, and 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

- SECTION 3: TENDERING PROCEDURES
- SECTION 4: SCOPE OF WORK AND TECHNICAL SPECIFICATION
- SECTION 5: BILL OF QUANTITIES
- SECTION 6: DRAWINGS

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Section 1 to 6.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender 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 Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other 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 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.

Signature:

Name: *(in capitals)*.....

Capacity:

Name of Employer *(organisation)*.....

Address:

.....

Witness: Signature: **Name:**

Date:



PART I

TENDER DATA



TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004, bound into section T1.3.

The Standard Conditions of Tender makes several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is The Department of Human Settlements, Free State Province.
1.2	The tender documents issued by the employer comprise one volume consisting of the following: SECTION A: STANDARD INDEX FOR THE SUBMISSION OF BID DOCUMENT SECTION B: CHECKLIST SECTION C – INVITATION OF BID SECTION D: TERMS OF REFERENCE SECTION E: TENDERING PROCEDURES PART I – TENDER NOTICE AND INVITATION TO TENDER PART II – FORM OF OFFER AND ACCEPTANCE PART III - TENDER DATA PART IV – STANDARD CONDITIONS OF TENDER PART V - LIST OF RETURNABLE DOCUMENTS PART VI - CONTRACT DATA SECTION F: SCOPE OF WORK AND TECHNICAL SPECIFICATION SECTION G: BILL OF QUANTITIES SECTION H: DRAWINGS SECTION I: TREASURY'S GENERAL CONDITIONS OF CONTRACT
1.3.2	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.
1.4	Supply Chain Management Department of Human Settlements Private Bag X247 Bloemfontein 9300 Tel: 051 405 4244 Attention: Mrs I van der Walt
1.5	The Employer's right to accept or reject any tender offer.
1.5.1	The employer may accept or reject any bid or portion thereof, variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but shall give reasons for such action.
2.1	Add the following to the clause: <ul style="list-style-type: none"> Accept that failing the submission of a bona fide tender, a Tenderer shall forfeit his tender deposit (if the deposit is refundable) if he fails to return a complete set of documents prior to the closing time for the submission of tender offers. Accept that on submission of a bona fide tender or return of the documents as required above, a Tenderer shall receive his tender deposit within three (3) months of the closing of tenders, if the deposit is refundable. Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).
2.2	Compulsory site visits and / or clarification meeting are not applicable to this bid Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document)
2.3	Replace the contents of the clause with the following:



Clause	Addition or Variation to Standard Conditions of Tender
	<ul style="list-style-type: none"> Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) in writing at least ten working days before the closing time stated in clause 2.15.
2.4	<p>Add the following to the clause:</p> <ul style="list-style-type: none"> To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.
2.5	<p>Add the following to the clause:</p> <ul style="list-style-type: none"> All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.
2.6	<p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full detail thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to Clause 4.2 of the Contract Data in this regard.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
2.7	<p>Add the following to the clause:</p> <ul style="list-style-type: none"> No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.
2.8	<p>Replace the contents of the clause with the following:</p> <ul style="list-style-type: none"> Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink. All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.
2.9	No copies of the tender offer are required.
2.10	<p>Add the following to the clause:</p> <ul style="list-style-type: none"> Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.
2.11	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>NB: The Department will not be held liable for tenders posted via Post Office not yet collected.</p> <p>Tender box location : Ground floor, O.R Tambo House Physical address : DEPARTMENT OF HUMAN SETTLEMENTS Private Bag X247 Bloemfontein 9300, Tel: 051 405 4244.</p> <p>Identification details: BID NO. HS-B14/2023-2024: APPOINTMENT OF A CONTRACTOR FOR COMPLETION OF COMMUNITY RESIDENTIAL UNITS IN MANGAUNG METROPOLITAN MUNICIPALITY, DARK & SILVER CITY: BOTTOM SITE, BLOEMFONTEIN.</p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
2.12	A two-envelope procedure will not be followed.
2.13	<p>Add the following new clause:</p> <ul style="list-style-type: none"> Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this



Clause	Addition or Variation to Standard Conditions of Tender
	Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
2.14	<p>Add the following to the clause: The Tenderer is required to enter information in the following sections of the document: SECTION 3: PART II – FORM OF OFFER AND ACCEPTANCE SECTION 3: PART V - LIST OF RETURNABLE DOCUMENTS SECTION 3: PART VI - CONTRACT DATA SECTION 5: BILL OF QUANTITIES</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer. The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 shall result in a tender offer being regarded as non-responsive.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p>
2.15.1	<p>The closing time and location for the submission of tender offers are: Time: 11h00. Location: Ground Floor, OR Tambo House</p>
2.16.1	The tender offer validity period is 120 days.
2.16.2	<p>Add the following to the clause:</p> <ul style="list-style-type: none"> • If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
2.16.3	<p>Add the following new clause:</p> <ul style="list-style-type: none"> • Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed
2.17.1	<p>Add the following to the clause:</p> <ul style="list-style-type: none"> • Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition. • Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining the whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.



Clause	Addition or Variation to Standard Conditions of Tender
2.18	Return all retained tender documents prior to the closing time for the submission of Tender Offers.
2.19	The following certificates / information are to be provided with the tender offer: <ol style="list-style-type: none"> 1. A valid Tax Clearance Certificate, or a unique security Personal Identification number (PIN) issued by the South African Revenue Services (where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate Valid Tax Clearance Certificate or a unique security personal Identification number). 2. VAT registration certificate if registered. 3. Central Supplier Database (CSD) registration report must accompany this bid. 4. B-BBEE certificate must accompany this bid, if claiming specific group points for B-BBEE. 5. Copy of Company registration Certificate 6. Valid COIDA Certificate 7. Copy of valid CIDB registration certificate 8. Company / business profile should be submitted. 9. Joint venture agreement (if the tenderer is a joint venture), and Combined Certified copy not older than 3 months of B-BBEE status level certificate of entities entered in to the JV agreement, if claiming for the specific group points for B-BBEE. 10. The tenderer or any of its directors are not listed on the Register of Tenderers Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
	Replace the contents of the clause with the following: Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven working days of the same date.
3.4	The time and location for opening of the tender offers are: Time 11h00 Location: OR Tambo House, Ground floor.
3.9.1	Replace the contents of the clause with the following: Check responsive tender offers for arithmetical errors, correcting them in the following manner: <ol style="list-style-type: none"> a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern. c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.
3.11	Up to 10 tender evaluation points will be awarded to tenderers for specific groups (B-BBEE, Women and Youth).
3.12	Replace the contents of the clause with the following: <ul style="list-style-type: none"> • If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.
3.13	Replace the contents of the clause with the following: <ul style="list-style-type: none"> • Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Departmental Representative.
3.14	The successful tenderer shall receive one copy of the signed contract.
Special	Additional Conditions of Tender Accept that The Contractor shall subcontract a portion of the works to Small Medium and Micro Enterprises (SMMEs) based in the Free State Province. Priority should be given to Mangaung Metropolitan Municipality based contractors.



PART III

STANDARD CONDITIONS OF TENDER



STANDARD CONDITIONS OF TENDER

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These standard conditions of tender are identical to those published in SANS 294:2004 (Annex F)



STANDARD CONDITIONS OF TENDER

1. GENERAL

1.1 ACTIONS

The employer and each tenderer submitting a tender offer shall comply with the conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in sections 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently.

1.2 TENDER DOCUMENTS

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

1.3 INTERPRETATION

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

1.3.2 The conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.4 COMMUNICATION AND EMPLOYER'S AGENT

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 THE EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY TENDER OFFER

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but shall give reasons for such action.

1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

2. TENDERER'S OBLIGATIONS

2.1 ELIGIBILITY

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

2.2 COST OF TENDERING

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

2.3 CHECK DOCUMENTS

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



2.4 CONFIDENTIALITY AND COPYRIGHT OF DOCUMENTS

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

2.5 REFERENCE DOCUMENTS

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

2.6 ACKNOWLEDGE ADDENDA

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

2.7 SITE VISIT AND CLARIFICATION MEETING

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

2.8 SEEK CLARIFICATION

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

2.9 INSURANCE

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

2.10 PRICING THE TENDER OFFER

- 2.10.1 Include in the rates, prices and the tendered total of the prices (if any) all duties, taxes (except value-added tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- 2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- 2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
- 2.10.5 As no separate provision is made for traffic management and over haul, the cost for these items must be included in appropriate items in the bill of quantities.

2.11 ALTERATIONS TO DOCUMENTS

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or alterations or additions necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.



2.12 ALTERNATIVE TENDER OFFERS

- 2.12.1 Submit alternative tender offers only if main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13 SUBMITTING A TENDER OFFER

- 2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in **BLACK INK**.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL".
- 2.13.7 Seal the original tender offer packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.14 INFORMATION AND DATA TO BE COMPLETED IN ALL RESPECTS

Accept that the 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 being non-responsive.

2.15 CLOSING TIME

- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the conditions of tender apply equally to the extended data.

2.16 TENDER OFFER VALIDITY

- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender date for an agreed additional period.

2.17 CLARIFICATION OF TENDER OFFER AFTER SUBMISSION

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of



the prices or substance of the tender offer should be sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

2.18 PROVIDE OTHER MATERIAL

- 2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preference arrangements, or samples of materials, considered necessary by the employer for the purpose of full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as being non-responsive.
- 2.18.2 Dispose of samples of materials, where required.

2.19 INSPECTIONS, TEST AND ANALYSIS

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

2.20 SUBMIT SECURITIES, BONDS, POLICIES, ETC.

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

2.21 CHECK FINAL DRAFT

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

2.22 RETURN OF OTHER TENDER DOCUMENTS

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

2.23 CERTIFICATES

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

3. EMPLOYER'S UNDERTAKINGS

3.1 RESPOND TO CLARIFICATION

Respond to a request for clarification received up to five days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

3.2 ISSUE ADDENDA

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the tender notice until 7 days before the tender closing time stated in the tender data. If, as a result of the issuing of addenda, a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and shall then notify all tenderers who drew documents.

3.3 RETURN LATE TENDER OFFERS

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



3.4 OPENING OF TENDER SUBMISSIONS

- 3.4.1 Open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- 3.4.2 Announce at the public meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.
- 3.4.3 Make available the name of each tenderer whose tender offer is opened, the total of his prices, if applicable, preferences claimed and time for completion (if any) for the main tender offer only.

3.5 TWO ENVELOPE SYSTEM

- 3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- 3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

3.6 NON-DISCLOSURE

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

3.7 GROUNDS FOR REJECTION AND DISQUALIFICATION

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

3.8 TEST FOR RESPONSIVENESS

- 3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:
 - a) complies with the requirements of the conditions of tender,
 - b) has been properly and fully completed and signed, and
 - c) is responsive to the other requirements of the tender documents.
- 3.8.2 A responsive tender is one that conforms to all the items, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would
 - a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,
 - b) change the employer's or the tenderer's risks and responsibilities under the contract, or
 - c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- 3.8.3 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.

3.9 ARITHMETICAL ERRORS

- 3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:



- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the unit rate shall be corrected. Where there is an obvious gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected items prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

3.10 CLARIFICATION OF A TENDER OFFER

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

3.11 EVALUATION OF TENDER OFFERS

3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the tender data and described as methods 1, 2, 3 and 4.

3.11.2 Method 1: In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

3.11.3 Method 2: In the case of a financial offer and preferences:

- a) Score tender evaluation points for each financial offer.
- b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preference.
- c) Calculate total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

3.11.4 Method 3: In case of a financial offer and quality:

- a) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Calculate the total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

3.11.5 Method 4: In the case of a financial offer, quality and preferences:

- a) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preference.
- d) Calculate total tender evaluation points.
- e) Rank tender offers from the highest number of tender evaluation points to the lowest.
- f) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

3.11.6.1 Scoring financial offers

Score the financial offers of the remaining responsive tender offers using the following formula:



$$N_{Fo} = W_1 \times A$$

Where

N_{Fo} is the number of tender evaluation points awarded for the financial offer;

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data;

A is the number calculated using the formula and option described in table F.1 as stated in the tender data.

Table F.1 – Formula for calculating the value of A^a

1	2	3	4
Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$\left(1 + \frac{(P - P_m)}{P_m}\right)$	P/P_m
2	Lowest price or percentage commission/fee	$\left(1 - \frac{(P - P_m)}{P_m}\right)$	P_m/P
P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

3.11.6.2 Scoring quality

Score quality in each of the categories in accordance with the tender data and calculate the total score for quality.

3.12 INSURANCE PROVIDED BY THE EMPLOYER

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

3.13 ACCEPTANCE OF TENDER OFFER

3.13.1 Accept the tender offer only if the tenderer complies with the legal requirements, if any, stated in the tender data.

3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Provided that the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

3.14 NOTICE TO UNSUCCESSFUL TENDERERS

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their offers have not been accepted.



3.15 PREPARE CONTRACT DOCUMENTS

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

3.16 ISSUE FINAL CONTRACT

Prepare and issue the final draft of the contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

3.17 COMPLETE ADJUDICATOR'S CONTRACT

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

3.18 PROVIDE COPIES OF THE CONTRACTS

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

END OF SECTION

PART IV

LIST OF RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS

INDEX

Section	Description
	Please used the STANDARD INDEX on page 6 - 10
PART T2.2	RETURNABLE SCHEDULES

END OF SECTION

PART V
LIST OF RETURNABLE SCHEDULES

**RETURNABLE SCHEDULES
INDEX**

Description

Works Previously Executed

Present Commitments

Authority of Signatory

Prospective tender's registration form/Change of registration form

Joint-Venture Agreement

Preferential Procurement

Affidavit

Proposed amendments and qualifications

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Schedule of Proposed Subcontractors (if any)

Declaration of Interest

Preference points claim form in terms of the Preferential Procurement Regulations 2022.....

Declaration of bidder's past supply chain management practices

Certificate of independent bid determination

END OF SECTION



WORKS PREVIOUSLY EXECUTED

The following is a statement of major works successfully executed by myself/ourselves in recent years:

Client	Contact Details	Nature of Works	Value of Works	Duration and Completion Date

Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Signature of Tenderer: _____ Date : _____

State firm, contact person and telephone number

Please attach a detailed list of Projects/Works previously done.



PRESENT COMMITMENTS

Client	Contact Details	Nature of Works	Value of Works	Duration and Completion Date

Signature of Tenderer : _____

Date : _____

* State firm, contact person and telephone number

Please attach detailed present commitments exceeds 5 (Five)



AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, Part T1.1, I/we herewith certify that this tender is submitted by : *(Mark applicable block)*

- a) a company, and attach hereto a certified copy of the required resolution of the Board of Directors
- b) a partnership, and attach hereto a certified copy of the required resolution by all partners
- c) a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials
- d) a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender
- e) a joint venture, and attach hereto
- a notarially certified copy of the original document under which the joint venture was constituted; and
 - certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Signature: _____ Date: _____



Tender forms pertaining to Preferential Procurement

JOINT VENTURE FORM

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:

.....

.....

Consisting of the following businesses (Joining Entities)

NAME JOINING ENTITY	TAX NO.	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
..... %
..... %
..... %
..... %

The above-mentioned Joint venture will execute the Contract under the management of (Full Name)
 Who is an employee of (Name of Joining Entity);
 And in accordance with any further agreements as attached to this document, titled
 and dated(if applicable).
 Bank guarantees and retention money (where required) will be provided or paid by (Name of Joining Entity)
 who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.

Signed by the duly authorized representatives of the above-mentioned Joint Entities:

JOINING ENTITY AND POSITION	FULL NAME (Position)	SIGNATURE	DATE
.....
.....
.....

WITNESSES

1.

2.



AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned , hereby
(Full name and surname)

Certify that I am a of the tenderer.
(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold% (percent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at on this day of20.....

.....
Signature

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn / affirmed before me at

On this day of20.....

.....
STAMP:
COMMISSIONER OF OATHS

I, THE UNDERSIGNED , ACTING IN MY CAPACITY AS THE COMPANY/CORPORATION/BUSINESS VENTURE:

.....
Hereby gives Department of Human Settlements and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company / corporation / business venture.

Signed at on this day of20.....

.....
Signature



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 F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed Date

Name Position

Tenderer



Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary



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

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

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

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

*insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



Schedule of Proposed Subcontractors (if any)

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

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

No.	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			

Signed

Date

Name

Position

Tenderer



PRICING SCHEDULES

(SBD 3.1)

SBD 3.1



**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES
--------------------	----------	-------------	---

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable



SBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	.....
-	At:	.....	.....
-	Brand and model	.....	.....
-	Country of origin	.....	.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	.....
-	Period required for delivery	.....	.....
-	Delivery:		*Firm/not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable



PRICE ADJUSTMENTS

Part A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$P_a = (1-V)P \left(D_1 \frac{R_{1t}}{R_{1o}} + D_2 \frac{R_{2t}}{R_{2o}} + D_3 \frac{R_{3t}}{R_{3o}} + D_4 \frac{R_{4t}}{R_{4o}} \right) + VP$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t.....= Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE



SBD 3.2

Part B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

3. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

3. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



**PRICING SCHEDULE
(Professional Services)**

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE
(CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION RATE	HOURLY RATE	DAILY
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RAT	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....

TOTAL: R.....

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.



5.2 Other expenses, for example accommodation (specify, eg. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

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

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:



BIDDER'S DISCLOSURE

(SBD 4)



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
.....
.....

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

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



2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....
Signature Date

.....
Position Name of bidder

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



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

(SBD 6.1)



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

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

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

1. GENERAL CONDITIONS

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

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- a) The applicable preference point system for this tender is the 90/10 preference point system.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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



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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

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

3.1. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT(N/A):

3.1. POINTS AWARDED FOR PRICE

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

90/10

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$



Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.

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

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

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

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

Note to tenderers:

- *The tenderer must indicate how they claim points for each preference point system.)*
- **In case of Joint Venture agreement, a combined Certified copy of B-BBEE status level certificate must be submitted in order to be eligible to claim points.**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer of state)
B-BBEE Status– Level 1 or 2 or 3	2	
Women Ownership - ≥ 51%	4	
Youth Ownership - ≥ 51%	4	
Total Points	10	



Annexure-A to Table 1 under item 4.2 (SBD6.1)

The specific goals allocated points for procurement	Number of points allocated (90/10 System)		Proof to claim points for specific goals with the tender
B-BBEE Level 1 or 2 or 3	2		a) Original sworn affidavit; b) Certified copy of SANAS accredited B-BBEE Status Level Certificate; or c) B-BBEE Certificate issue by CIPC through the Department of Trade and Industry (DTI).
Promotion of Women owned entities	4	51% or more owned by Women	a) A copy of the founding documentation of the company with which the ownership is listed. b) Certified copy of identity document such as SA ID book, valid passport, citizenship, permit and so forth certified declaration. c) Latest Central Supplier Database (CSD) report with women as owners/shareholders/directors of the company.
Promotion of Youth owned entities	4	51% owned or more by Youth	a) A copy of the founding documentation of the company with which the ownership is listed. b) Certified copy of identity document such as SA ID book, valid passport, citizenship, permit and so forth certified declaration. c) Latest Central Supplier Database (CSD) report with Youth as owners/shareholders/directors of the company.



DECLARATION WITH REGARD TO COMPANY/FIRM

1.1 Name of company/firm.....

1.2 Company registration number:

1.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:



CONTRACT FORM – PURCHASE OF GOODS/WORKS

(SBD 7.1)



CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
DATE:	.....



CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference number dated..... for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE



PART 3: FORM OF GUARANTEE (PRO FORMA)

DEPARTMENT OF HUMAN SETTLEMENTS FREE STATE PROVINCE

CONTRACT NO: HS-B14/2023-2024 APPOINTMENT OF A CONTRACTOR FOR COMPLETION OF COMMUNITY RESIDENTIAL UNITS IN MANGAUNG METROPOLITAN MUNICIPALITY, DARK & SILVER CITY: BOTTOM SITE, BLOEMFONTEIN.

WHEREAS

.....
(herein after referred to as "the Employer") entered into, a Contract with

.....

(Herein after called "the Contractor") on the day of20.....

For the construction of

.....

At

.....

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS

Has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

Do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alternations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudices nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, r of any medication, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of



.....(R

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

.....
...

IN WITNESS WHEREOF this guarantee has been executed by us at

On thisday of20.....

As witnesses:

1. Signature.....

..... Duly authorized to sign on behalf of

.....

Address.....

.....

.....



SECTION F

SCOPE OF WORK



SECTION 4: SCOPE OF WORK AND TECHNICAL SPECIFICATION

CONTENTS

Section 4.1	Description of the Works
Section 4.2	Engineering
Section 4.3	Construction
Section 4.4	Management
Section 4.5	Health and Safety Requirements and Procedures
Section 4.6	Environmental Management Requirements



SECTION 4.1: DESCRIPTION OF THE WORKS

4.1.1 EMPLOYER'S OBJECTIVE

The Employer's objective is the construction and completion of community residential units (CRU), Dark & Silver city: bottom site, Bloemfontein.

The Employer desires that the construction of the buildings should be of a high standard and completed within the shortest practical time.

4.1.2 OVERVIEW OF THE WORKS

The Scope of Works includes but not limited to the following elements: -

- i) Completion of the incomplete units
- ii) Concrete works
- iii) Masonry/Brickwork
- iv) Waterproofing
- v) Plastering
- vi) Roofing
- vii) Carpentry and joinery
- viii) Glazing
- ix) Paintwork
- x) External works

The Contractor's obligations under the Contract comprise the construction, completion. The provision of all labour, materials, construction plant, temporary works and everything, whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred in the Contract.

4.1.3 LOCATION OF WORKS

The development is located in a residential township area called Batho Location in Bloemfontein. The location is within Municipal Area of Mangaung Metropolitan Municipality in the Free State Province.

The site for the development is situated at the following coordinates: -

Latitude: -29.150519,

Longitude: 26.230970

SECTION 4.3: CONSTRUCTION

GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are clauses 1 to 41 of the **JBCC PRINCIPAL BUILDING AGREEMENT, EDITION 4.1 CODE2101 MARCH 2005** published by the Joint Building Contracts Committee.

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 or South African Institute of Architects.



The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

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

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

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the Conditions of Contract of JBCC 2005 to the extent specified below, and shall take precedence and shall govern in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the JBCC 2005, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the Conditions, and an appropriate heading.

The Forms included in the JBCC Edition 4.1, Code 2101, March 2005 ("JBCC2005"), are replaced with the Forms included in this Tender Document.

AMENDMENTS TO THE JBCC 2005 CONDITIONS OF CONTRACT

SCC 1.1 Definitions and Interpretation

SCC 1.5 The following new paragraphs are added after clause 1.5.6:

1.5.7 References to any party to this agreement include its successors or permitted assigns;

1.5.8 References to the contractor include the obligations of its personnel;

1.5.9 References to "month" shall be to a calendar month;

1.5.10 References to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;



1.5.11 References containing terms such as “best endeavours” when used in connection with an obligation of either party, means taking in good faith and with due diligence all reasonable steps to achieve the objective and to fulfil the obligation at the earliest possible time, including doing all that a reasonable and prudent owner or provider of design and construction services in comparable circumstances would do.

1.5.12 If a definition imposes substantive rights and obligations on a party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;

1.5.13 Where any word is defined within the context of any particular clause in this agreement, that word, unless it is clear from the clause in question that that word has limited application only to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that that word has not been defined in clause 1.1;

1.5.14 Words defined in this agreement shall bear the same meanings in any annexes or schedules to this agreement unless the annexes or schedules contain their own definitions of such words;

1.5.15 Where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day shall be the next succeeding working day;

1.5.16 Words and abbreviations that have well known technical or trade meanings are used in the agreement in accordance with such recognized meanings;

1.5.17 The rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;

1.5.18 The rule of construction that the agreement shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of this agreement shall not apply.”

SCC 1.10 Add the following new Clause:

“**SCC 1.10** The copyright in all **contract documents, contract drawings** and records (irrespective of who prepared any of the aforesaid) related in any manner to the **works** shall vest in the **employer** and the **contractor** shall not furnish any information in connection with the **works** to any person or organization without the prior written approval of the **employer** to this effect other than subcontractors

appointed for purposes of this **agreement**.”

SCC 1.11 Add the following new Clause:

Any provision in this agreement that is or may become illegal, invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction and shall be treated as severed from the balance of this agreement in such jurisdiction, without invalidating the remaining provisions of this agreement in such jurisdiction or affecting it in any other jurisdiction

SCC 3.5 Delete sub-clause 3.5

SCC 3.7 Replace the second sentence starting in line 2 with the following:

“The **contractor** shall keep a copy of all drawings, schedules, unpriced **bills of quantities/lump sum document, contract instructions**, minutes of site and other



SCC 3.10

SCC 4

meetings, health and safety files as specified in the scope of work, risk register, claims and variation order register, labour records and subcontractors contracts on the **site** to which the **employer, principal agent and agents** shall have access at all times. The **employer** has the right to call for such further information from the **contractor** it deems necessary in the event it carries out any investigation or audit into potential fraud, corruption, fronting, health and safety incidents or verifying information the **contractor** has to supply to the **employer** in terms of this agreement. The Contractor shall ensure

a similar right for the Employer with its subcontractors.

In sub-clause 3.10 in the first line replace “**principal agent**” with “**employer**”

Clauses 4.1, 4.2 and 4.3 are deleted and replaced or amended as follows:

“4.1 The contractor shall be responsible for the design of the works, including for any temporary works. The contractor shall be responsible for the primary coordination of design elements. All designs must be submitted to the Principal Agent and Employer for approval prior to construction of the works.

4.2 The contractor shall be responsible for any design of works undertaken by any subcontractor, including nominated or selected subcontractor.

4.3 in second line delete the word “selected”

SCC 7 COMPLIANCE WITH LAWS AND REGULATIONS

Add the following:

“7.3 The Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 will in all respects be applicable to this contract. All obligations in respect of health and safety requirements of the Contractor are set out in the Scope of Work”

7.3.1 Contractor’s liability as mandatory

“Notwithstanding any actions which the **employer** may take, the **contractor** accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993),

and all its regulations, including the Construction Regulations, 2014, for which the **contractor** is liable as mandatory. By entering into this **agreement** it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act and will enter into the mandatory agreement as set out in the Scope of Work. This clause will be sufficient to establish the mandatory obligations of the **contractor** in the event the parties fail to execute the aforesaid mandatory agreement.”

SCC 14 Amend sub-clause 14.1

Retain sub-clause 14.1 but amend to read: “The **employer** shall have the right to choose the **security** to be provided in terms of 14.3 or 14.4 as stated in the **schedule**. The **contractor** shall provide the **security** required or chosen by the **employer** in the **schedule** substantially in the format prescribed in the tender documents that the **contractor** submitted a tender offer. The required **security** shall be provided in the time period prescribed by the **employer** in the conditional letter of acceptance of the **contractor’s** tender offer.

Amend sub-clause 14.3

Retain clause 14.3 but in the last line of sub-clause 14.3.1 replace “twelve point five (12.5%)”



with “ten (10%)”.

Amend sub-clause 14.4

Retain clause 14.4 but in the last line of sub-clause 14.4.1 replace “seven point five (7.5%)” with “ten (10%)”.

Add sub-clause 14.7(a) before clause 14.7:

The construction guarantee provided by the contractor shall remain valid for the term of the agreement until the defect’s liability period. In case of extensions, the security must also be extended or replaced by another construction guarantee of the same value, with an effective term equal to the term of extension. If the contractor fails to keep valid security for the duration of the agreement, the principal agent shall deduct an amount of 10% from each interim payment certificate and withhold the amount until the contractor provides a valid construction guarantee. Once the contractor provides the valid construction guarantee, the principal agent will then release the amount held from each payment certificate in the next payment certificate.

Amend sub-clause 14.7

Retain sub-clause 14.7 but in sub-clause 14.7.1 in the second and third line amend “two point five (2.5%)” to read “five (5%)”.

Add sub-clause 14.9

“A payment reduction of five (5%) of the value of each **payment certificate** up to a maximum of five (5%) of the **contract sum** will be applied until **practical completion**. At **practical completion** the amount withheld will be reduced to two point five (2.5%), which amount will reduce to nil (0%) when the **final account** is issued. The employer reserves the right to use retention money to correct defects where contractor fails to correct, fails or refuses to pay service provides or its subcontractors.

SCC 15.1.1

SCC 19 Amend sub-clause 15.1

In sub-clause 15.1 replace “**principal agent**” with “**employer**”

Delete clause 19 in its entirety and replace it with the following:

19.1 The contractor does not cede, delegate or assign any of its rights or obligations to any person.

19.2 Notwithstanding the above, the employer may, on written notice to the contractor, cede and delegate, handover, its rights and obligations under this contract to a Related Party or a Client of the employer. On cession the Client becomes the employer and takes full responsibility. For the purpose hereof the above clause:

19.2.1 a “Related Party” means any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the employer and includes any other “Organ of State” as defined in section 239 of the Constitution of the Republic of South Africa, 1996 and any entity or Organ of State for whom the Employer carries out the works or acts as an implementing agent, (“control” means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity’s assets), and/or the right or ability to direct or otherwise control the entity or the votes attaching to the majority of the entity’s equity and “controlled” or “under common control” shall have a similar meaning); and



Client means the owner, funder and or sponsor of the project and or programme managed in terms of the MOA between the Client and DBSA

SCC 21 Replace sub-clause 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:

“The contractor and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work.”

SCC 23 Amend clause 23

Add sub-clause 23.3

“The **contractor** may not subcontract the whole of the work without the written instruction or approval of the **employer**. In such event the **employer** may require the **contractor** to cede the contract to the subcontractor.”

Add sub-clause 23.4

“The subcontractors appointed by the **contractor** to comply with the developmental and transformation requirements from the **employer** in terms of applicable legislation, including but not limited to the Preferential Procurement Policy Framework Act, 5 of 2000, and regulation thereto, will be domestic subcontractors for purposes of this **agreement**, and sub-clauses 23.1 and 23.2 will apply accordingly.

Add new clause 23.5

The contractor shall submit the agreement for each subcontract to the Principal Agent and employer may redact all commercially sensitive information.

Add new clause 23.6

SCC 30.1

SCC 31.9

SCC 31.12

SCC 34.13

SCC 40.0

SCC

41.0 Contractors failure to pay Subcontractors

If the contractor fails to make payment of any amount due and payable to a subcontractor (“the Subcontractor debt”) and the Principal Agent considers that the subcontractor debt has an adverse impact(s) on the progress of the works or the obligations of the contractor under the agreement, the Principal Agent may request evidence of payment to the subcontractor. In the absence of such evidence, the employer may (at its own discretion) pay the subcontractor debt directly to the subcontractor concerned. Such payment is, for all purposes under the agreement, regarded as a payment made on behalf of the contractor and at the request of and with the approval and consent of the contractor, as a payment towards the contract sum. As such, payment to the contractor shall be less the payment to the subcontractor.

All adverse effects as a result of or arising from the subcontractor debt does not entitle the contractor to any cost or time.

Replace reference to “36.3” at end of sentence with “36.0”



Where contractor fails to bring the **works, or a section** thereof, to **practical completion** by the date for **practical completion**, or a revised date for **practical completion**, the **contractor** shall be liable to the **employer** for the **penalty of R10 000.00 per calendar day**.

Sub-clause 31.9 is hereby amended by the substitution of the words "seven (7) **calendar days**" in the first line by the words "thirty (30) **calendar days**"

Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."

Delete the words in sub-clause 34.13 "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"

Retention of clause 40 Clause 40 in respect of dispute settlement to be retained in its original form not applying the state clause amendments.

Clause 41 State Substitutions is amended as set out below with reference to sub-clause 41.1 or the original clause number stated therein.

In sub-clause 41.1.3 the definition for **CONSTRUCTION PERIOD** is amended to read:

CONSTRUCTION PERIOD means a duration of **12 months** commencing from the period the contract takes possession of the sites to the date the certificate of practical completion is issued.

clause 39.2 to be amended as follows:

delete the third sentence and replace with the following:

"The **employer** shall pay the **contractor** all amounts due in terms of the contract for work complete at the date of termination or cancellation in terms of this clause 39.2, including retention money aft deducting any amounts due to the **employer**. The **employer** will also return any guarantees still valid to the **contractor** after such cancellation."

Clauses 39.2.1 to 39.2.3 no clause

SCC Add sub- clause 41.1.4
41.0

Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**, or for any reason whatsoever, the **contractor** shall on the written instruction, discontinue with the **works** on a stated date 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.

SECTION 4.5: HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

4.5.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993) hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the contractor with the provisions of the Act:

- (i) *The contractor undertakes to acquaint the appropriate officials and employees of the contractor with all relevant provisions of the Act and the Regulations promulgated in*



- terms of the Act.
- (ii) *The contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the contractor will be fully complied with.*
 - (iii) *The contractor accepts liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations.*
 - (iv) *The contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the contractor, or any appropriate records or safety plans held by the contractor.*
 - (v) *The contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.*
 - (vi) *The contractor shall furthermore, in compliance with Constructional Regulations 2014 (dated 07 February 2014) to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. The contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan*
 - (vii) *The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the contractor has been in default have been rectified.*
 - (viii) *The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in Section 4.3: Construction, the Bill of Quantities, the Drawings, and in the Employers' Health and Safety Specification (Regulation 4(1) of the Construction Regulations 2014), which is attached under C3.8.*

Payment items are included in the Bill of Quantities to cover the contractor's cost for compliance with the OHS Act and the abovementioned regulations.



4.5.2 PROTECTION OF THE PUBLIC

The contractor shall at all times ensure that his operations do not endanger any member of the public. As the area is adjacent to a residential area the contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

4.5.3 BARRICADES AND LIGHTING

The contractor must take all special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing. The Contractor shall maintain barricades and/or fencing for the duration of the Contract.

The construction site must be secure and it is the responsibility of the contractor to ensure the safety of his staff and all visitors to the site.

TRAFFIC CONTROL ON ROADS

4.5.4 The contractor may use the existing roads for the hauling of materials to or from site, but he will be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary and immediately. No additional payment will be made for the clearance of spillage and all other relevant costs.

4.5.6 Where work operations are to be executed close to site activities, the contractor shall ensure that at all times pedestrian, and vehicle access are provided.

MEASURES AGAINST DISEASE AND EPIDEMICS

4.5.7 The contractor has to take cognizance of his construction activities in the works area and therefore must ensure the safety of his workers at all times.

AIDS AWARENESS

Toolbox talks will be initiated on site and an item is included for awareness programmes.



PROJECT HEALTH AND SAFETY SPECIFICATION

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Health and Safety Specification Acknowledgement Receipt



1.0 SPECIFIC PROJECT INFORMATION

1. 1 INTRODUCTION AND DEFINITIONS

PLEASE NOTE THAT THE REQUIREMENTS OF THE NEW CONSTRUCTION REGULATIONS 2014 HAVE BEEN IN EFFECT SINCE 7TH AUGUST 2014. THE NEW REGULATIONS PLACE ADDITIONAL LEGAL DUTIES UPON PRINCIPAL CONTRACTORS AND CONTRACTORS. ALTHOUGH THIS HEALTH AND SAFETY SPECIFICATION INCLUDES MUCH OF THE CONTENT OF THESE NEW REQUIREMENTS, THE CONTRACTOR WILL BE DEEMED TO BE FAMILIAR WITH THE REQUIREMENTS OF THESE REGULATIONS, AND TO HAVE FACTORED IN ALL THE DUTIES PLACED UPON CONTRACTORS AND PRINCIPAL CONTRACTORS IN THE TENDER. A COPY OF THE REGULATIONS CAN BE VIEWED ON THE DEPARTMENT OF LABOUR'S WEBSITE.

This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to plant and machinery. Compliance to the requirements of the Occupational Health and Safety Act 1993 is in addition to the requirements of this Health and Safety Specification and is part of the Contractor's responsibility. The Client will monitor that the Contractors comply with the requirements of such legislation.

ALL REFERENCES TO CLIENT IN THIS HEALTH AND SAFETY SPECIFICATION ALSO REFER TO CLIENT AGENT, WHERE SO APPOINTED.

Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:

"agent" means a competent person who acts as a representative for a client;

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

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

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

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

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

"construction site" means a 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-

- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or



- the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

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

"contractor" means an employer who performs construction work;

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

"design" in relation to any structure, includes drawings, calculations, design details and specifications;

"designer" means a competent person who-

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

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

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

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

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

"fall protection plan" means a documented plan, which includes and provides for -

- 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;

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

"health and safety file " mean a file, or other record containing the information in writing required by these Regulations;

"health and safety plan" mean a site, activity or project specific documented plan in accordance with the client's health and safety specification;

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

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;

"medical certificate of fitness" means a certificate contemplated in regulation 7(8);



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

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008;

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

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

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

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

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

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

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

"structure" means-

- 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;
- any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or
- 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;

"suspended platform" means a working platform suspended from supports by means of one or more separate ropes from each support;

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

"the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

"tunnelling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral.

Reference should be made to the following documentation in conjunction with this Safety Specification (including existing surveys, drawings and reports):

All existing survey drawings

Engineering drawing



IMPORTANT NOTE:

This Health and Safety Specification has been prepared to comply with the requirements of the Construction Regulations 2014.

1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION

Historically, the Construction Industry has had a poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents, accidents and injuries. In many instances poor adherence to the Act and Regulations has resulted in severe consequences for Health and Safety performance. The Client is determined that the highest Health and Safety standards will prevail throughout the Contract and that there will be full commitment from all parties involved.

To achieve this goal the Client has prepared this Health and Safety Specification. The Health and Safety Specification sets out guidelines and minimum levels of awareness and guidance for Health and Safety requirements for the project. Contractual responsibility for adhering to these requirements rests with the Contractors. All employees are encouraged to be pro-active in compliance.

The Client is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract.

Contractors as employers are fully responsible and accountable for compliance with all Health and Safety requirements.

IMPORTANT NOTE:

Compliance with the Occupational Health and Safety Act and Regulations shall not be limited to this Health and Safety Specification and definitions contained in this document.

Contractors shall be conversant with the requirements and effects of Health and Safety legislation upon their activities, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 1993, and to have made adequate resource in their tender submission to comply with all legislative requirements.

The Contractor's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with the Health and Safety Specification. The Client will conduct Health and Safety audits of the works too.

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of this site-specific Health and Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Client, Designer and Client Agent to be applicable to this project. This document also provides minimum health and safety requirements, standards and expectations that the principal contractor and contractors must adhere to.

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, contractors and other persons affected by the construction activities.

The Health and Safety Specification will be implemented during construction of the works and any construction activity that the Client has control over.



This will also assist in ensuring that all the costs related to the compliance with Occupational Health Act 85 of 1993 and the Construction Regulations 2014, as well as this Health and Safety Specification, are taken into consideration at Tender stage.

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

Further, there is no acceptance of liability by the Client which may result from the Contractor failing to comply with the Health and Safety Specification unless the Client has issued an instruction to any requirement, i.e. the Contractor remains responsible for achieving the required performance levels.

1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification forms an integral part of the Contract, and Contractors shall make it an integral part of their Contracts with Sub Contractors and Suppliers. Contractors employed by the Client are to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular in transport activities and project dedicated off site fabrication works.

The Contractor shall enforce the provisions of the Health and Safety Specification amongst all sub contractors and suppliers for the project.

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarized him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and these Specifications, which will need to be approved by Client prior to commencement with construction work.

1.4.1 Client Duties

In terms of the Construction Regulations 2014 the Client (or their Agent, where appointed) has legal duties. Where an Agent (refer to “definitions” section of this document) is appointed in terms of this project, these Health and Safety duties assigned will also apply.

All references to “Client” will apply to their appointed “Client Agent”, where so appointed, in this Health and Safety Specification.

The Client must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented and coherent site-specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- Take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with the regulations
- Ensure, before work commences, that every principal contractor is registered and in good standing with the compensation fund, or with a licensed compensation insurer as contemplated in the Compensation for Occupational injuries and Diseases Act, 1993 (Act no 130 of 1993)
- Appoint each principal contractor in writing for the project, or part thereof



- Discuss and negotiate with the principal contractor the contents of the principal contractor’s safety plan and thereafter finally approve that plan for implementation
- Ensure that a copy of the principal contractor’s health and safety plan is implemented and maintained
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days
- Ensure that a copy of the health and safety audit report is provided to the principal contractor within 7 days after the audit
- Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the principal contractor’s health and safety plan for site
- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely
- Ensure that the health and safety file is kept and maintained by the principal contractor.
- Where the client requires additional work to be performed as a result of a design change or error in construction due to the actions of the client, the client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
- Where more than one principal contractor is appointed, the client must take reasonable steps to ensure co-operation between all principal contractors and contractors to ensure compliance with the Regulations
- Where the Client has appointed a Client Agent for the project, their details for this project are contained in the Project Directory section of this health and safety specification.

1.4.2 Designer Duties

It must be noted that the Designer also has Health and Safety duties assigned in terms of the Construction Regulations. Where the contractor fulfils a design function in terms of this project (refer to “definitions” section of this document), these duties will also apply. Please refer to Regulation 6 of the Construction Regulations 2014.

Please note that the designer of temporary works must ensure that:

- all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
- the designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;
- all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
- the loads caused by the temporary works and any imposed loads are clearly indicated in the design.

1.5 PROJECT DIRECTORY		
Project Client	FS Department of Human Settlement	Tel: 051 403 3825
Construction Safety Agent	TBC	Cell: TBC
Project Manager		
Contact Person		



Consulting Engineer		
Contact Person		
OTHER PARTIES DIRECTORY		
Department of Labour for submission of Annexure 2: Notification of Construction Work		Tel:
Free State		Email:
		Mobile:
Department of Labour		Tel:
Free State		Fax:
		Email :
Telecommunications		
Company: Telkom		Tel:
Water		Tel:
Company: Mangaung Metropolitan Municipality		Fax: N/A
Electricity		Tel:
Company: Centlec		Fax: N/A
Gas		Tel: N/A
Company: Afrox		Fax: N/A
1.6 PROJECT DETAILS		
Description of Works		
The Employer's objective is to complete the construction of community residential units, dark & silver city: bottom site, Bloemfontein		
Anticipated Construction Duration		
12 Months from signing of contract.		
Provisional Start Date		
Ten weeks after tender closing.		
Completion Date		
To be confirmed on Site Handover Meeting.		
1.7 EXISTING ENVIRONMENT		



Hazards particular to this project by virtue of location: Eskom Powerlines Water Sewage
Overhead, Above Ground and Underground Services crossing the site: Overhead: Yes Underground: Yes Ground level: N/A Service Drawings available: Yes Wayleaves required: Yes Permits required: Yes Isolations required: N/A
Existing structures and surrounding land use (with a significant impact on Health & Safety): N/A
Existing ground conditions and ground survey report: Refer to Scope of work where Geotechnical conditions are discussed.
Existing Traffic Systems Condition: Gravel roads Restrictions to access: None Known Speed restrictions: Usual urban speed restrictions applicable
1.8 AVAILABLE DRAWINGS
Refer to tender documentation.
1.9 PROJECT HEALTH AND SAFETY REQUIREMENTS
Significant health and safety hazards identified by Designer and Client Agent: Working at Heights will be done during different phases of the project. Over deep excavations and building of structures by example. This must be assessed by the contractor and method statement for these activities to be submitted for approval prior to work commencement. It is envisioned that plant will be moving on the road and must be made visible at all times. Parking of this plant must be strictly monitored by the contractor at all times. Use trained flag persons as applicable. Protection of residence-



1.8m ready fencing required to demarcate site area. All necessary steps must be taken to prevent unauthorized entry to site and to protect members of the public from any dangers associated with the construction works being undertaken.

Use of scaffold and working at height – a Fall Protection Plan and Rescue Plan will be required for approval prior to commencement of any activities at height. All workers to have a medical certificate of fitness. All workers must have fall protection plan training in the form of a toolbox talk with a signed register of attendance. Safety harnesses to be worn as required. Edge protection in the form of guard rails and toe boards to prevent materials and people from falling.

Other construction hazards expected are as follows:

Bricklaying
Compacting and Filling
Compactor Operations
Confined Spaces
Contaminated Land
Cutting Kerbs
Cutting Off Disc
Demolition
Electric Tools and Electrical Installations
Excavations
Fire
Flammable Liquids / Gas
Fragile Materials
Goods / Passenger Hoist Operation
Hand tools
Hazardous Substances
Hot Works
Kerb Laying
Lifting Operations
Manhole Rings and Pipes Storage
Manual Handling of General Items
Material / Passenger Hoist Operation
Members of Public
Noise and Dust
Overhead Services (Working near)
Painting
Paving (Laying)
Plant/Vehicle and Equipment Operation
Plastering
Plumbing
Scaffold Erection / Dismantling
Shuttering Walls, Beams, Columns
Site Strip
Skipping of Concrete
Snakes
Steel Erection
Steel Fixing
Temporary Work (include False Work, Scaffold and Shoring)
Tower Crane Erection and Dismantling
Tower Scaffold
Troxler Use
Work over or next to Water
Working at Height (excl scaffold)



NOTE: Please refer to end of this Health and Safety Specification for the baseline risk assessment for these risks.

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS (FOR HEALTH AND SAFETY)

Working in close proximity of high voltage power lines.
Traffic Management Plan including overnight parking of plants.
Working in close proximity of fast flowing and deep water..
Shoring of trenches and excavations.
Confined space entries.
Working at Heights.

ACTIVITIES REQUIRING PERMITS (FOR HEALTH AND SAFETY PURPOSES)

Permit to Dig / Permit to Enter Excavations: Permit will be required, PC to issue

Permit to Work with Electricity: Permit will be required, Municipality to issue

Confined Space Permit: Permit will be required, PC to issue

Hot Works Permit: Permit will be required, PC to issue

Permit to Work under Power Lines: Permit will be required Municipality/Eskom to issue

Blasting: N/A

Temporary Works: N/A

CONTRACTOR SAFETY OFFICER PROVISION

Records of safety audits undertaken by the Contractor's Safety Officer must be kept on site in the safety file and non-conformances reported by the Safety Officer to the Contractor's management team. All non-conformances identified by the Safety Officer must be investigated and corrective action taken by the Contractor to prevent re-occurrence. A full-time safety officer must be appointed for this project the appointed safety officer must be registered at SACPCMP, proof of registration or confirmation letter of request for registration must be provided.

MEDICAL CERTIFICATE OF FITNESS

The Principal contractor must ensure that his employees and contractor appointed by him are in possession of a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template.

MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.

TRAFFIC MANAGEMENT AND TRAFFIC SAFETY OFFICER PROVISION

N/A

ENVIRONMENTAL CONDITIONS

Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk. This includes risk of exposure to excessive heat, cold, rain and wind. The open nature of the site works will not preclude any of the above. Weather considerations must be allowed for on site, especially in terms of heavy rains stopping work, lightning, high winds and heat stress exposures. For lightning the following guide exists:



Where high level construction or maintenance work is being performed, thunder storms present a wind and rain risk to the workers in elevated positions but lightning is also a significant risk.

To establish how far the lightning is from a work area, this distance can be determined by multiplying the time difference in seconds between the actual lightning flash seen and the hearing of the thunder rumble by 344m per second (i.e. the speed of sound travel) to calculate the distance to the lightning flash in meters.

Distance to lightning in meters = seconds time difference between the flash and its rumble x 344 m/sec

This means that a 3 second delay represents a lightning flash just over 1 km distant. Explosives factories use a 10 second delay (a 3.4km distance) for production building evacuation because of lightning risk.

ARRANGEMENTS FOR ACCESS, PARKING, DELIVERIES, ETC

Access to site by Construction Vehicles: Appointed Principal contractor to ensure that no vehicles use road reserve as parking area along site. All visitors are to report to site office.

Access to site by Construction Workers and Visitors: Appointed Principal contractor to ensure that all visitors are to report to site office.

ARRANGEMENTS FOR SITE CAMP, ABLUTIONS AND YARD

Site camp location and set up

- **Restrictions / requirements:** } Contractor to advise in consultation
- **Storage areas:** } with Engineer / Professional Team
- **Security:** }

Ablutions and Welfare Arrangements

Contractor to supply ablutions and facilities in line with the Construction Regulations 2014, refer to section 2.31 of this health and safety specification regarding the below. Please note that toilets should be provided with built in facilities for hand washing:

- **Toilets:** }
- **Washing facilities:** }
- **Drinking Water:** } Contractor to provide as per Regulations
- **Shelter:** }
- **Showers:** }

PROTECTION OF SITE AGAINST UNAUTHORISED ACCESS BY PUBLIC

Excavation Fencing: Note that excavations accessible to public, or adjacent to public roads / thoroughfares, must have (1) barrier / fence of at least 1m in height, and (2) warning illuminates at night or when visibility is poor, or have other suitable precautionary measures if of both these are not practicable.

General Fencing of Site: Note that construction sites in built up areas adjacent to public way must be fenced off and have controlled access points.

Warning Notices: “No Unauthorised Entry” safety signs and PPE requirements signs to be displayed as well as usual construction warning signage at the entrance of site camp. Road / traffic management



signage as per the SA Road traffic regulations and stipulated in the Traffic Management Plan approved prior to work starting.

Look Outs: PC to ensure that requirements are met as required.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Client requires the Contractor to ensure that employees (and others under his/her control) wear the following minimum PPE:

Overalls: Yes, all workers to be identifiable when on site.

Safety Harnesses: Yes, all workers on scaffolding to use during all phases as required

Hard Hats: Yes, all workers to adhere to PPE requirements when on site.

Reflective Vests: Yes, all workers to be identifiable when on site.

Goggles / gloves / ear defenders / respiratory protection: Yes, all workers to use applicable PPE.

Safety Footwear: Yes, all workers to wear when on site

Specialist Equipment (eg: for confined Spaces): Yes, all workers to use applicable PPE and ensure precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with.

HAZARDOUS SUBSTANCES

The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

Cement Petrol Diesel

1.10 INTERFACE AND RESTRICTIONS BY CLIENT

Contractor must note that the following Client activities will continue during construction:

Daily maintenance and work by Municipality Workers in the area.

The following Client safety rules and/or requirements are to be observed:

Workers are to stay in designated works areas.

All workers are to receive induction prior to commencement of work on site.

Other safety rules and requirements to be advised at induction.

Please also refer to tender document.

Restrictions on times, access or other restrictions by Client

Permission will be required from Engineers for any work done on public holidays and night shifts.

1.11 SAFETY FILE RETURN TO CLIENT

The Safety File for the Project is to be handed over by the Principal Contractor to the Client upon Project Completion in a hard copy format and on CD.

2.0 FURTHER REQUIREMENTS

2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014



A Principal Contractor must:

- provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act –
- provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
- ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
- ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
- ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
- appoint each contractor in writing for the part of the project on the construction site
- take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
- ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the client or the client's agent;
- hand over a consolidated health and safety file to the client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A contractor must prior to performing any construction work-

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required



in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's agent or the principal contractor;

- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, 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.
- Where a contractor appoints another contractor to perform construction work, the duties that apply to the principal contractor will apply to the contractor as if he or she were the principal contractor.
- A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.
- No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- A contractor must ensure that all visitors to a construction site undergo health and safety induction training pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.
- A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor.
- A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

2.2 Management and Supervision of Construction Work

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.



No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor

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

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

Where the contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector.

No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

2.3 Notification of Intention to Commence Construction Work

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

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

If the construction work involves construction of a single storey dwelling for a client, and such client will be residing in such dwelling upon completion, the contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

2.4 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work (refer to **Annexure B** at the end of this Health and Safety Specification).

2.5 Competency for Contractor's Responsible Persons

The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

2.6 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The successful Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

2.7 Occupational Health and Safety Policy



The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations.

2.8 Health and Safety Organogram

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

2.9 Risk Assessments

Baseline Risk Assessment

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.

The Contractor must, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site and must include:

- The identification of the risks and hazards to which persons may be exposed to;
- An analysis and evaluation of the risks and hazards identified; based on a documented method
- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan.

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in a risk assessment.

The Contractor must ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and/or control measures **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site**.

The Principal Contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site**.

The Contractor must consult with the health and safety committee or with a representative trade union or representative group of employees if no health and safety committee exists, on the monitoring and review of the risk assessments for the site.

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the client, client's agent, any contractor, any employee, a representative trade union, a health and safety representative or safety committee member).

A Contractor must review the relevant risk assessment where changes are affected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.



Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing to be used must be SABS approved.

In general, the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.

The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
 - All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors and subcontractors;
 - The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

2.10 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. He / she shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents and non-conformances.

2.11 Health and Safety Committee

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

2.12 Medical Certificate of Fitness

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

2.13 Health and Safety Training

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

2.14.1 Induction

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

2.14.2 Awareness



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

2.15 Competency

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

2.16 General Record Keeping

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

2.17 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by this Health and Safety Specification, as well as by health and safety legislation.

2.18 Emergency Procedures

The Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following:

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service delivery protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, before the end of the working day. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and available to site personnel.

2.19 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor's risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site.

First Aid box/es must be adequately stocked at all time, accessible and be controlled by a qualified First Aider. If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

2.20 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record and report all Section 24 reportable incidents to the Client within



24 hours of the incident occurring. Incident investigations shall be conducted by the Contractor's appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.

In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Client. The Client reserves the right to conduct investigations into any incidents that they deem fit and the Contractor is required to provide full co-operation in this regard.

The Contractor shall immediately notify other Contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.21 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on-site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 db; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor shall be responsible to maintain the quality and replacement of signage.

2.22 Management of Contractors by Principal Contractor

The Principal Contractor shall ensure that all contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.

2.23 Stacking of Materials

In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the contractor must ensure that –

- a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- adequate storage areas are provided;
- there are demarcated storage areas; and
- storage areas are kept neat and under control.

2.25 Housekeeping and General Safeguarding on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.



2.26 Construction Vehicles and Mobile Plant

A contractor must ensure that all construction vehicles and mobile plant-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
- has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
- has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm; and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

2.27 Electrical Installations and Machinery on Construction Sites

A contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –



- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites

A contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids

2.29 Water environments

A contractor must ensure that where construction work is done over or in close proximity to water, provision is made for –

- preventing persons from falling into water; and
- the rescuing of persons in danger of drowning.

A contractor must ensure that where a person is exposed to the risk of drowning by falling into the water, the person is provided with and wears a lifejacket.

2.30 Fire precautions on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
- only suitably protected electrical installations and equipment, including portable lights, are used;
- there are no flames or similar means of ignition;
- there are conspicuous notices prohibiting smoking;



- oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
- adequate ventilation is provided;
- combustible materials do not accumulate on the construction site;
- welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- the fire equipment contemplated above is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;
- there is an effective evacuation plan providing for all -
- persons to be evacuated speedily without panic;
- persons to be accounted for; and
- plant and processes to be shut down; and
- a siren is installed and sounded in the event of a fire.



2.31 Construction Employees' Facilities

A contractor must, in terms of the Construction Regulations 2014, provide:

- Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- changing facilities for each sex;
- and sheltered eating area.

A contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

2.32 Fall protection

The Contractor must:

- designate a competent person to be responsible for the preparation of a fall protection plan
- ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- take steps to ensure continued adherence to the fall protection plan.

A fall protection plan contemplated above must include-

- a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- a programme for the training of employees working from a fall risk position and the records thereof;
- the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
- a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

A contractor must ensure that all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;

Also that no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above and fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure of plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and person who could fall, and fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

2.33 Temporary works

A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

A contractor must ensure that-



- all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;
- all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the client, the client's agent or any employee;
- all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
- all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
- all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
- no person may cast concrete, until authorization in writing has been given by the competent person contemplated above;
- if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
- adequate precautionary measures are taken in order to-
- secure any deck panels against displacement; and
- prevent any person from slipping on temporary works due to the application of release agents;
- as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person
- the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
- provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- a temporary works drawing or any other relevant document includes construction sequences and methods statements;
- the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

No contractor may use a temporary works design and drawing for any work other than its intended purpose.

2.34 Excavation

A contractor must-

- ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
- evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

A contractor who performs excavation work-

- must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- may not require or permit any person to work in an excavation which has not been adequately shored



- or braced: Provided that shoring and bracing may not be necessary where-
 - the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - such an excavation is in stable material: Provided that-
 - permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
 - where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
 - must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
 - must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
 - must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
 - must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working;
 - must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
 - must ensure that every excavation, including all bracing and shoring, is inspected-
 - daily, prior to the commencement of each shift;
 - after every blasting operation;
 - after an unexpected fall of ground;
 - after damage to supports; and
 - after rain,
- by the competent person, in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other contractor or any employee;
- must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be –
 - adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where this is not practicable;
 - must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
 - must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosive's legislation; and
 - must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

2.35 Scaffolding

A contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.



A contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

2.36 Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All MSDS's shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCS's are being/going to be controlled by referring to:
 - Limiting the amount of HCS
 - Limiting the number of employees
 - Limiting the period of exposure
 - Substituting the HCS
 - Using engineering controls
 - Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according to SABS 072 and 0228.
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

2.37 Noise Induced Hearing Loss

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

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.

2.38 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision and keep adequate quantities of SABS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

2.39 Pressure Vessels (Including Gas Bottles)



The Contractor shall comply with Pressure Vessel Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where pressure vessels are used, as applicable;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).

2.40 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

2.41 Lifting Machinery and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- Thorough examinations are carried out by competent personnel at the frequencies required by legislation
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use.

2.42 Ladders and Ladder work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

2.43 General Machinery

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.44 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.

The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

2.45 High Voltage Electrical Equipment



The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

2.46 Public Health and Safety

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

2.47 Night Work

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

2.48 Environmental Conditions and Flora and Fauna

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

2.49 Occupational Health

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.50 Suspended Platforms

A contractor must appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators and inspectors are competent to carry out their work.

No contractor may use or permit the use of a suspended platform, unless-

- the design, stability and construction thereof comply with the safety standards incorporated for this



purpose into these Regulations under section 44 of the Act;

- he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and
- he or she is, before the commencement of the work, in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated above and applicable to the environment in which the system is being used, which operational compliance plan must include proof of the-
- appointment of the competent person;
- competency of erectors, operators and inspectors;
- operational design calculations, which must comply with the requirements of the system design certificate;
- 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; and
- procedures for and records of maintenance work having been carried out.

A contractor making use of a suspended platform system must submit a copy of the certificate of system design, including a copy of the operational design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work that the system will be used for.

A contractor must submit a copy of the certificate of system design as per regulations for every new project.

A contractor must ensure that the outriggers of each suspended platform-

- are constructed of material of adequate strength and have a safety factor of at least four in relation to the load it is to carry; and
- have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.

A contractor must ensure that-

- the parts of the building or structure on which the outriggers of a suspended platform are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
- the suspension wire rope and the safety wire rope are separately connected to the outrigger;
- each person on a suspended platform is provided with and wears a body harness as a fall prevention device, which must at all times be attached to the suspended platform;
- the hand or power-driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
- the machinery referred to above is so situated that it is easily accessible for inspection;
- the rope connections to the outriggers are vertically above the connections to the working platform; and
- when the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of a height above the level of the working platform to ensure the stability of the working platform.

A contractor must ensure that a suspended platform-

- is suspended as near as possible to the structure to which work is being done to prevent as far as is reasonably practicable horizontal movement away from the face of the structure;
- is fitted with anchorage points to which workers must attach the lanyard of the safety harness worn and used by the worker, and such anchorage connections must have sufficient strength to withstand any potential load applied to it; and
- is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing-
- the maximum mass load;
- the maximum number of persons; and



- the maximum total mass load, including load and persons, which the suspended platform can carry.

A contractor must cause-

- the whole installation and all working parts of a suspended platform to be thoroughly examined by a competent person in accordance with manufacturer's specification;
- the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
- the performance test contemplated above to be done by a competent person appointed in writing, with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery, and who must determine the serviceability of the structures, ropes, machinery and safety devices before they are used, every time suspended platforms are erected; and
- the performance test contemplated above of the whole installation of the suspended platform to be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110% of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly.

A contractor must cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person before they are used every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.

A contractor must ensure that the suspended platform supervisor or the suspended platform inspector carries out a daily inspection of all the equipment prior to use, including establishing whether –

- all connection bolts are secure;
- all safety devices are functioning;
- all safety devices are not tampered with or vandalized;
- the total maximum mass load of the platform is not exceeded;
- the occupants in the suspended platform are using body harnesses which have been properly attached;
- there are no visible signs of damage to the equipment; and
- all reported operating problems have been attended to.

A contractor must ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, the client, the client's agent or any employee upon request.

A contractor must ensure that all employees required to work or to be supported on a suspended platform are –

- medically fit to work safely in a fall risk position or such similar environment by being in possession of a medical certificate of fitness;
- competent in conducting work related to suspended platforms safely;
- trained or received training, which includes at least-
 - how to access and egress the suspended platform safely;
 - how to correctly operate the controls and safety devices of the equipment;
 - information on the dangers related to the misuse of safety devices; and
 - information on the procedures to be followed in the case of-
 - an emergency;
 - the malfunctioning of equipment; and
 - the discovery of a suspected defect in the equipment; and
 - instructions on the proper use of body harnesses.

A contractor must ensure that where the outriggers of a suspended platform are to be moved, only persons trained and under the supervision of the competent person effect such move, within the limitation stipulated in the operational compliance plan, and that the supervisor must carry out an inspection and record the result thereof prior to re-use of the suspended platform.



A contractor must ensure that the suspended platform is properly isolated after use at the end of each working day in such a manner that no part of the suspended platform presents a danger to any person thereafter.



OTHER HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

The contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least fortnightly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) covering: a) Health and Safety Representative Checklist
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non- conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits
General Inspections	As per Health and Safety Specification and OHSA	Report on Health and Safety Specification and OHSA compliance: a) Scaffolding b) Lifting Machinery c) Excavation
General Inspections	Monthly	Covering: a) Fire fighting Equipment b) Portable Electrical Equipment c) Ladders
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register g) Dept of Labour Notices
Permits	Before commencement with certain activities	As stipulated by the Health and Safety Specification and the OHSA / Construction Regulations



Key:

OHSA – Occupational Health and Safety Act, 1993

ANNEXURE A

The Contractor shall submit the info below in an Annexure 2 prior to construction commencement.

Item No.	Health and Safety Specification Requirement	OHSA Requirement	Submission date
1.	Notification of Intention to Commence Construction	Construction Regulations 2014	At least 7 days before commencement on site
2.	Construction Work Permit	Construction Regulations 2014 (but only comes into effect from February 2017, for the size of R40 Mil contract value or above)	At least 30 days prior to project commencement
3.	Assignment of Responsible Person to Manage Building Work via Health and Safety Organogram	Construction Regulations 2014	Before commencement on site
4.	Competency for Health and Safety Positions	Client / Client Agent requirement	Before commencement on site
5.	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Before commencement on site
6.	Occupational Health and Safety Policy	Client / Client Agent requirement	Before commencement on site
7.	Risk Assessment, Safety Plan and Fall Protection Plan, Demolition Method Statement	Client / Client Agent requirement	Before construction work commences



ANNEXURE B - The contractor shall make the following appointments, as required:

Chief Executive Officer (OSHACT 16(1))
Contract Director/Manager (OSHACT 16(2))
Construction Manager (CR 8(1))
Construction Supervisor (CR 8(7))
Assistant Construction Supervisor (CR 8(8))
Construction Safety Officer (CR 8(5))
Safety Representative (where > 20 employees on site)
Temporary work Designer (CR 12(1))
Temporary work Supervisor (CR12(2))
Construction risk assessor (CR 9(1))
Excavation Supervisor (CR13(1)(a))
Scaffold Supervisor (CR16(1))
Suspended Platform Supervisor (CR17(1))
Material Hoist Inspector (CR19(8)(a))
Material Hoist Operator (CR19(6))
Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i))
Controller of Temporary Electrical Installations (CR24(c))
Stacking Supervisor (CR28(a))
Fire Extinguishing Equipment Inspector (CR29(h))
Fall Protection Plan Developer (CR 10(1)(a))
Incident Investigator (OSHACT 9(2))
Competent Person – Confined Spaces (GAR 5(1))



BASELINE RISK ASSESSMENT FOR PROJECT

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
1.	Bricklaying	Caustic contamination with mortar Contact with sharp bladed tools	<ul style="list-style-type: none"> M 	<ul style="list-style-type: none"> Use only trained personnel Safe means of access to be provided Safe/Suitable working platform required where working at height PPE for mortar to include gloves where practicable and goggles/ masks where there is a risk of contamination
2.	Compacting and Filling	Contact with tipping materials Contact with moving plant Vehicles/personnel falling into excavations Contact with underground services	<ul style="list-style-type: none"> M 	<ul style="list-style-type: none"> Trained banksman to control vehicles movement Only trained personnel use plant Personal Protective Equipment to be worn Personnel to stand clear as materials are being tipped Use stop blocks and signs to warn vehicles of excavations, where applicable Stand clear of plant whilst materials are being compacted Establish position of underground services and protect services from damage
3.	Compactor Operations	Crushing of feet	<ul style="list-style-type: none"> M 	<ul style="list-style-type: none"> Only trained and competent personnel to use the machine Ensure operative wears steel toe cap shoes or boots at all times
4.	Compactor Operations	Crushing of feet	<ul style="list-style-type: none"> M 	<ul style="list-style-type: none"> Only trained and competent personnel to use the machine Ensure operative wears steel toe cap shoes or boots at all times
5.	Confined Spaces	Suffocation Fumes	<ul style="list-style-type: none"> H 	<ul style="list-style-type: none"> Ensure that confined space is sufficiently ventilated Wear personal protective equipment such as proper masks if air supply insufficient or not of sufficient quality Test oxygen levels in confined space to ensure that is safe for entry Ensure that emergency procedures in place
6.	Cutting Kerbs	Saw slipping, Blade disintegrating, Noise and dust	<ul style="list-style-type: none"> M 	<ul style="list-style-type: none"> Only trained operators to use saw and change blades. Personal Protective Equipment must be worn. Gloves, goggles, dust mask and hearing protection. People to be kept away from the work area. Work to cease if people have to pass. Sparks etc. to be directed away from people and any flammable material
7.	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	<ul style="list-style-type: none"> M 	<ul style="list-style-type: none"> Use competent personnel. Hot works control- fire extinguisher, fire watchman. (Permit may be required) PPE to include gloves, eye protection, hearing protection Solid working position. Clear working area Correct grade of blade must be used. Good ventilation to be provided (forced if necessary). Changing of wheels to be by competent persons only Cut off discs must not be used for grinding (grinding disc thicker)



	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
				<ul style="list-style-type: none"> Bystanders to wear hearing protection, as applicable
8.	Demolition	Falling materials Premature collapse of structure	<ul style="list-style-type: none"> H 	<ul style="list-style-type: none"> Ensure there is a current method statement in place Ensure all emergency procedures are in place and all details are displayed Ensure that structural demolition has been approved by the designer and site management Personnel must be competent Ensure at all times there is a safe means of access and egress All personnel must wear suitable and sufficient Personal Protective Equipment, including head, eye and skin protection
9.	Electrical Commissioning	Electric shock	<ul style="list-style-type: none"> H 	<p>Personnel to comply with permits to work issued by client</p> <p>Personal protective equipment to be worn by employees to prevent electric shock</p> <p>First aid treatment to be readily available</p> <p>Only competent and trained persons may decommission or commission electrical equipment</p>
10.	Electric Tools and Electrical Installations	Electric shock Fire	<ul style="list-style-type: none"> H 	<ul style="list-style-type: none"> Electric tools and installations to be in good condition Inspect electric tools before use Do not use electric tools in wet/damp conditions Use personal protective equipment such as insulated gloves Electrical installations register to be maintained, inspected by competent person
11.	Excavations (Working in and around)	Toxic fumes Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures	<ul style="list-style-type: none"> H 	<ul style="list-style-type: none"> Deep excavations / monitor air for toxic fumes Prevent collapse by battering back sides to a safe angle or install temporary support Protect vehicles from falling into excavations – provide barriers, signage, etc as necessary Beware of undermining of other structures (eg: buildings, scaffolds) Record excavation inspections by competent person on daily basis Provide suitable means of access/egress in case of emergency. Excavations formed by explosives must be accompanied by method statement approved by Client
12.	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire	<ul style="list-style-type: none"> H 	<ul style="list-style-type: none"> No littering on site which could become fire hazard, maintain site in clean condition. No fires to be lit on site. Have a working fire extinguisher at hand at all times. No smoking or naked flame near flammable substances or in unauthorised areas Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices
13.	Flammable Liquids and Gases (Use of)	Fire Explosion	<ul style="list-style-type: none"> H 	<ul style="list-style-type: none"> No littering on site which could become fire hazard, maintain site in clean condition. Have a working fire extinguisher at hand at all times. No smoking or naked flame near flammable substances or in unauthorised areas Ensure proper storage/use of Petrol/diesel/flammable substances – post



	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
				<ul style="list-style-type: none"> warning notices Equipment must be in good condition, maintained Personnel using substances must be trained in safe use and risks
14.	Fragile Materials	Persons or items falling through fragile materials	• H	<ul style="list-style-type: none"> All fragile materials to be identified and protected prior to work commencing. Protection to include either covering the fragile materials or excluding activity. Any coverings to be secured in place The location of the fragile materials to be indicated by signage
15.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	• L	<ul style="list-style-type: none"> Ensure: Tool is correct for job Tool is in good order and suitably sharp Personnel must be competent/instructed in tool usage and tool safety Lighting is sufficient Access is safe, working platform is secure, leading edge is guarded Operative is wearing all necessary PPE
16.	Hazardous Substances	Injuries to workers through use of hazardous substances, eg: injuries to eyes, skin, etc	• H	<ul style="list-style-type: none"> Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc) Know what First Aid measures are Have welfare facilities available for washing of hands, etc
17.	Hot Works	Burns to eyes or other parts of the body	• H	<ul style="list-style-type: none"> Personal Protective Equipment to include eye, skin and hearing protection Respirator maybe be required where cutting galvanized steel or anywhere else toxic fumes and gases arise. Dust can also be a problem and forced ventilation may be required.
18.	Kerb Laying	Nips at joints Crushing by kerbs Caustic burns	• M	<ul style="list-style-type: none"> Impervious gloves and barrier cream to be used to protect hands. Personnel should be aware of safe manual handling techniques when handling kerbs.
19.	Members of Public – Protection of	Injury to member of public and road users from site works	• L	<ul style="list-style-type: none"> Barriers and signage to be in place Workers must warn away any members of public from the works Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public Traffic turning into site – traffic management and signage as required. Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible Refer to plant risk assessment for details on plant safety precautions NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION TRAFFIC MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PRIVATE HOMEOWNERS MUST BE AGREED.
20.	Mobile Crane Erection and Dismantling and Use	Collapse of structure Overturning of structure Falling materials	• H	<ul style="list-style-type: none"> Ensure emergency procedures are in place and all operative are aware of the details Only use trained and competent operators for the erection and dismantling and use of



	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
				cranes <ul style="list-style-type: none"> • Ensure crane driver is trained and holds certification as proof. Must have valid medical certificate of fitness. • Ensure there is safe means of access available at all times • Ensure the mobile crane driver has 360° vision if not ensure a fully trained banksman is used • Banksman to wear reflector vest to identify himself to the crane driver • Ensure all personnel wear suitable and sufficient personal protective equipment • Consider creating exclusion areas
21	Night Work	Security Lighting	• H	<ul style="list-style-type: none"> • The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. • The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.
22	Noise and Dust	Breathing in dust can cause long term health problems, noise can damage hearing	• M	<ul style="list-style-type: none"> • Wear respiratory and hearing protection • Dampen down and minimise dust where possible.
23	Overhead Services (Working near)	Contact with live services causing injury to personnel Damage caused to services	• H	<ul style="list-style-type: none"> • Maintain safe clearance levels • Establish presence of any services via proper walk through survey of site and/or means of service drawings • Wear personal protective clothing • Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services • Obtain information on clearance levels from service provider
24	Painting	Contact with paint	• M	<ul style="list-style-type: none"> • Refer to safety data sheet for usage instructions, hazards and precautions required. • When working at height, refer to risk assessment addressing this hazard below.
25	Paving (Laying)	Impact injuries from tile / mallet Caustic burns Sore knees Cuts from cutter	• M	<ul style="list-style-type: none"> • Impervious gloves to be worn/ barrier cream to be used • Kneelers or similar to be available • Personal protective equipment to be worn – for example if saw used to cut pavers
26	Plant or Vehicles and Equipment Operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	• M	<ul style="list-style-type: none"> • Implement traffic protection measures • Trained and competent operators must be used • Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. • Medical certificates of fitness required for construction plant. • Crossing of road by construction vehicles or machines must be limited to the practical minimum • Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. • Wear appropriate protective clothing/equipment, eg: goggles, gloves, ear defenders, etc as appropriate.
27	Plastering	Falling materials Fall from height Contact with materials	• M	<ul style="list-style-type: none"> • Ensure standard safety procedures are followed • Ensure there is a safe working area • Ensure safe access and egress



	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
				<ul style="list-style-type: none"> • Ensure competent personnel are used
28	Plumbing	Falling material Falling from height Fire Burns Exposure to lead fumes	<ul style="list-style-type: none"> • M 	<ul style="list-style-type: none"> • Ensure standard safety procedures are followed at all times • Only used trained and competent personnel • Ensure there is a safe working area at all times • Ensure materials are stored neatly • Ensure there is safe access and egress at all times • Ensure all personnel wear suitable and sufficient personal protective equipment • Consider a hot works permit system prior to commencing any hot works • Make sure emergency procedures are in place and ensure all personnel are aware of where to go in case of a fire
29	Rope access	Personnel falling form height Falling debris Those beneath being injured	<ul style="list-style-type: none"> • H 	<p>Ensure:</p> <ul style="list-style-type: none"> • competent person appointed in writing to supervise all rope access work on the site, compliance to Construction Regulations 2014, particularly regulation 18 and 10; • ensure all rope access work is carried out under supervision of a competent person; • all rope access operators are competent and licensed to carry out their work. • the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act • Site specific fall protection plan has been developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations. • adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.
30	Scaffold Erection/ Dismantling	Personnel falling from a height Items of scaffold falling onto personnel Scaffold collapsing onto those below	<ul style="list-style-type: none"> • H 	<ul style="list-style-type: none"> • Ensure • scaffold is designed to take the imposed loads • scaffolding is constructed properly • scaffold is not overloaded • scaffolders are fully trained • scaffolding is regularly checked by competent person and record of inspection retained. Written inspections to be recorded on weekly basis • scaffolders must adhere to the safe systems of work. • all fall arrest equipment to be checked and certified in good working order • that ALL understand the safe system of work
31	Site Strip	Overtuning Vehicles	<ul style="list-style-type: none"> • M 	<ul style="list-style-type: none"> • Follow standard safety procedures • Only use trained and competent personnel • Ensure there is a suitable and safe means of access and egress • Ensure banksman used when required • Ensure all personnel wear suitable reflector vests as required
32	Snakes	Snake bite	<ul style="list-style-type: none"> • H 	<ul style="list-style-type: none"> • Qualified first aider required for site who



	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
				<ul style="list-style-type: none"> can treat snakebite Snake bite kit to be on hand Check area before working Find out nearest hospital and get emergency telephone numbers.
33	Steel Erection	Falls from height Falling components Contact injuries from falling lifting equipment	• H	<ul style="list-style-type: none"> Adhere to all general precautions for working at height (See risk assessment below) Barrier off / exclude area below work All lifting appliances to be examined and inspected Inspection register in place and up to date All personnel to be trained and competent and wear clipped on safety harnessed when working at height Ensure that lifting equipment (slings, chains, shackles) test certificates are current and on site. Competent persons only to connect loads and direct plant
34	Steel Fixing	Back injuries caused by manual handling Eye injuries from tie wire Trips / falls Falling form height	• M	<ul style="list-style-type: none"> PPE must include safety boots and goggles Manual handling training may be required Care to be taken when working near overhead lines Use only trained personnel Provide safe means of access Maintain and regularly inspect all lifting appliances and equipment Cap starter bars to prevent injuries where feasible Construct scaffold walk ways to cross reinforcing mesh, as required
35	Temporary Works – shoring, scaffold, falsework, formwork	Collapse of form work	• H	<ul style="list-style-type: none"> Wear personal protective equipment such as gloves and goggles Formwork must be built by trained person and also be inspected by competent person and results entered into register on site
36	Tower (Mobile Aluminium Tower) Scaffold	Over Turning Falls	• H	<ul style="list-style-type: none"> Tower to be on firm level ground with wheels or feet properly supported. Height not to exceed 3 times the base dimension. i.e. 2x3m Base Tower not exceed 6m. Erection by competent person Inspection before first use Weekly record of inspection required Guard rails and Toe boards as per normal scaffolds Beware when moving of overhead obstructions, such as power lines Never move in strong winds
37	Troxler – use of	Radiation exposure Transportation and storage of nuclear equipment Working in road	• H	<p>Ensure</p> <ul style="list-style-type: none"> Training of Troxler gauge operators in basic radiation safety and correct operating procedure to satisfactory level of competence An enclosed vehicle must be used for transport of the gauge After use and before storing the gauge, a visual check to be carried out to confirm shutter is properly closed Warning signage to be displayed at entrance to store indicating presence of radioactive material Wear reflective vests when working in or



	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
				near the road or road shoulder as well as any other required personal protective clothing.
38	Working at Height	Personnel falling form height Falling debris Those beneath being injured	• H	<ul style="list-style-type: none"> All access equipment is properly constructed (inspections record must be maintained) Only trained personnel construct, dismantle or control the access equipment All access equipment must have full toe boards and guardrails - comply with SANS 10085 on erection, use and dismantling of scaffolding No access equipment may be loaded above the level of the guardrail No access equipment to be loaded above its safe working load Where work involves leaning out on an open leading edge, then all personnel are to be fitted with full body harness. The harness must be connected at all times All fall arrest equipment to be correctly maintained Ensure if ladders are being used for access, they are either footed or tied. Also, the ladder must be set at the correct level of 1 in 4 or approximately 75°
39	Work over or next to Water	Drowning	H	<ul style="list-style-type: none"> Evaluate depth of water, height above water that work takes place, whether workers can swim or not and then determine safety precautions required: these may include such measures such as barriers, signage, life belts, safety harnesses, etc When working on river/harbour/dam edge - erect life saving devices and barriers to protect workers and vehicles (stop blocks may also be required). Only trained and competent persons to be used.



SECTION 4.6: Environmental Management Requirements

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4.6.1 SCOPE

This Specification covers the requirements for controlling the impact of construction activities on the environment. It contains clauses that are generally applicable to the undertaking of civil engineering works in areas where it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment.

Interpretations and variations of this Specification are set out in the Specification Data.

4.6.2 NORMATIVE REFERENCES

4.6.2.1 Supporting specifications

Where this Specification is required for a project the following specifications shall, inter alia, form part of the Contract Document.

- a) Specification Data;
- b) SANS 1200 Series of Standardized Specifications;
- c) SANS 1200 A or SANS 1200 AA, as applicable;
- d) Specification OHS;
- e) Occupational health and safety Construction Regulations, 2014.

4.6.3 DEFINITIONS

For the purposes of this Specification the definitions and abbreviations given in the applicable specifications listed in Section 4 and the following definitions shall apply:

- OHS: Occupational Health and Safety.
- Construction Regulations: Construction Regulations, 2014 of the OHS Act (Act No. 85 of 1993).

4.6.3.1 Environment

The surroundings within which humans exist and that are made up of:

- i) the land, water and atmosphere of the earth;
- ii) micro-organisms, plant and animal life;
- iii) any part or combination of (i) and (ii) and the interrelationships among and between them; and
- iv) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

4.6.3.2 Potentially hazardous substances

A substance that, in the reasonable opinion of the Engineer, can have a deleterious effect on the environment

4.6.4 REQUIREMENTS

4.6.4.1 Materials

Bitumen

Not Applicable

4.6.4.2 Plant

4.6.4.2.1 Ablution facilities



Adequate temporary ablution facilities shall be provided for the workforce. The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are properly stored and removed from Site. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited.

Washing whether of the person or of personal effects and acts of excretion and urination are strictly prohibited other than at the facilities provided.

4.6.4.2.2 Solid waste management

The Contractor shall provide sufficient bins with lids on Site to store the solid waste produced on a daily basis. Solid, non-hazardous waste shall be disposed of in the bins provided and no on-site burying, dumping or burning of any waste materials, vegetation, litter or refuse shall occur. Bins shall not be allowed to become overfull and shall be emptied a minimum of once daily. The waste may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Engineer has approved.

All solid waste shall be disposed of off-site at an approved landfill site. The Contractor shall supply the Engineer with a certificate of disposal.

4.6.4.2.3 Contaminated water

The Contractor shall set up a contaminated water management system, which shall include collection facilities to be used to prevent pollution, as well as suitable methods of disposal of contaminated water. The Contractor shall prevent the discharge of water contaminated with any pollutants, such as soaps, detergent, cements, concrete, lime, chemicals, glues, solvents, paints and fuels, into the environment.

The Contractor shall notify the Engineer immediately of any pollution incidents on Site. The Engineer's approval is required prior to the discharge of contaminated water to the Municipal sewer system.

4.6.4.2.4 Site structures

All site establishment components (as well as equipment) shall be positioned to limit visual intrusion on neighbor's and the size of area disturbed. The type and color of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection.

4.6.4.2.5 Noise control

The applicable regulations framed under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and the provisions of SANS 1200 A Sub-clause 4.1 regarding "built-up areas" shall apply to all areas within audible distance of residents whether in urban, pen-urban or rural areas.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens, and the Contractor shall provide and use suitable and effective silencing devices for pneumatic tools and other plant such that the noise level in inhabited areas and dwellings adjacent to the work areas will not increase by more than 7 dB(A) Leq 60 above residual background sound levels. Similarly, in habituated areas adjacent to access roads maximum noise levels shall not exceed 60 dB(A) Leq 60 and maximum sound pressure level of 70 dB(A).

Where excess noise generation is unavoidable, the Contractor shall, by means of barriers, effectively isolate the source of any such noise in order to comply with the said regulations. The Contractor shall restrict any of his operations that may result in undue noise disturbance to those communities and dwellings abutting the Site to the hours of 08:00 to 17:00 on weekdays and Saturdays. No work will be permitted on Sundays unless otherwise agreed to with the Engineer.

No amplified music shall be allowed on Site. The use of radios, tape recorders, compact disc players, television sets etc. shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public within range. The Contractor shall not use sound amplification equipment on



Site unless in emergency situations.

4.6.4.2.6 Lights

The Contractor shall ensure that any lighting installed on the site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area.

4.6.4.2.7 Fuel (petrol and diesel) and oil

Unless otherwise specified in the Specification Data, fuel may be stored on site in an area approved by the Engineer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut or in bowzers. The tanks or bowzers shall be situated on a smooth impermeable surface (concrete or 250 pm plastic) with an earth bund (plastic must have a 5 cm layer of sand on top to prevent damage and perishing). The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 130% of the total capacity of all the storage tanks! bowzers. The bunded area shall be covered to protect it from rain. Provision shall be made for refueling at the fuel storage area, by protecting the soil with 250 pm plastic covered with a minimum of a 5 cm layer of sand.

If fuel is dispensed from 200 litre drums, only empty externally clean drums may be stored on the bare ground. All empty externally dirty drums shall be stored on an area where the ground has been protected. The proper dispensing equipment shall be used, and the drum shall not be tipped in order to dispense fuel. The dispensing mechanism of the fuel storage drum shall be stored in a waterproof container when not in use.

The Contractor shall prevent unauthorized access into the fuel storage area. No smoking shall be allowed within the vicinity of the fuel storage area. The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores.

Where reasonably practical, plant shall be refueled at the fuel storage area or at the workshop as applicable. If it is not reasonably practical then the surface under the refueling area shall be protected against pollution to the reasonable satisfaction of the Engineer prior to any refueling activities. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200l of hydrocarbon liquid spill. The Contractor shall obtain the Engineer's prior approval for any refueling or maintenance activities.

4.6.4.2.8 Workshop, equipment maintenance and storage

Leaking equipment shall be repaired immediately or removed from the Site. Where practical, all maintenance of equipment and vehicles on Site shall be performed off Site or in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Engineer prior to commencing activities. The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Engineer's approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation. The workshop shall have a smooth impermeable (concrete or 250 pm plastic covered with sand) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil).

When servicing equipment on site, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles). Drip trays shall be inspected and emptied daily. Dip trays shall be closely monitored during rain events to ensure that they do not overflow. Where practical, the Contractor shall ensure that equipment is covered so that rainwater is excluded from the drip trays.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken off Site or in the workshop. The use of detergents for washing shall be restricted to low phosphate and nitrate containing, low sudsing-type detergents.





4.6.4.2.9 Dust

Dust nuisance around the plant must be controlled by regular watering. Speed restrictions must be in place in and around the site, this will also help to keep the spreading of dust to a minimum. Wind strength must be kept in mind when materials are being transported to and from site and where and when excavations take place.

4.6.5 Methods and procedures

4.6.5.1 Method Statements

Any Method Statement required by this Specification, the Specification Data or the Engineer shall be produced within such reasonable time as is required by this Specification, the Specification Data or the Engineer. The Contractor shall not commence the activity until the Method Statement has been approved. Except in the case of emergency activities, the Contractor shall allow a period of two weeks for approval of the Method Statement by the Engineer. Such approval shall not unreasonably be withheld.

Method Statements in respect of environment management that shall be provided by the Contractor within 14 days of receipt of the letter of acceptance and prior to the activity covered by the Method Statement being undertaken, include:

- 1) Location and structure of the fuel storage site, including the type and volume of storage container and the design and capacity of the bund.
- 2) Solid waste (refuse) control and removal of waste from the Site, including the number, type and location of rubbish bins, the manner and frequency with which the waste will be removed from site and the disposal site.
- 3) Contaminated water management system, including an indication of the source and volume of contaminated water and how this would be disposed of.
- 4) Dust control, including methods to prevent dust generation and methods to reduce dust where its generation is unavoidable.
- 5) Location and layout of the construction camp in the form of a plan showing offices, stores for fuels and explosives, vehicle parking, access point, equipment cleaning areas and staff toilet placement.
- 6) Location of proposed site access routes and proposed traffic safety measures.
- 7) Emergency procedures for fire, and accidental leaks and spillages of hazardous materials.
- 8) Location, layout and preparation of cement/ concrete batching facilities including the methods employed for the mixing of concrete and the management of runoff water from such areas. An indication shall be given of how concrete spoil will be minimised and cleared.
- 9) Method of undertaking earthworks, including spoil management, erosion, dust and noise controls.
- 10) Motivation and method for undertaking any construction related activities within a "no-go" area, including requisite emergency procedures. Unless need clearly motivated and proposed methodology exhibits clear focus on environmentally sensitive construction practice, no activity will be permitted within the defined "no-go" areas.

4.6.5.2 Environmental awareness training

Within seven days of the Commencement Date, the Contractor's site staff including foremen and site management staff shall attend an environmental awareness training course, of approximately one-hour duration. The Contractor shall liaise with the Engineer prior to the Commencement Date to fix a date and venue for the course. The Contractor shall provide a suitable venue with facilities as required by the Specification Data, and ensure that the specified employees attend the course.

No more than 20 people shall attend each course and the Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto site.

The environmental awareness training course shall be held in the morning during normal working hours.



Any new employees coming on to site after the initial training course and the Contractor's suppliers and subcontractors shall also attend the course. Provision should also be made for quarterly refresher courses to be undertaken during the course of the Contract. The Contractor shall ensure that all attendees sign an attendance register, and shall provide the Engineer with a copy of the attendance register the day after each course.

4.6.5.3 Construction personnel information posters

The Contractor shall erect and maintain information posters for the information of his employees depicting actions to be taken to ensure compliance with aspects of the Specifications. Such posters will be supplied by the Engineer and shall be erected at a location specified by the Engineer.

4.6.5.4 Site clearance

No plants, trees, or any vegetation may be removed other than absolutely necessary.

4.6.5.5 Site division

The Engineer shall be advised of the area that the Contractor intends using for his site establishment. The Contractor's camp shall occupy as small an area as possible, and no site establishment shall be allowed within 50 m of any watercourse unless otherwise approved by the Engineer.

The Contractor shall inform the Engineer of the intended actions and programme for site establishment. The site layout shall be planned to facilitate ready access for deliveries, facilitate future works and to curtail any disturbance or security implications for neighbors.

4.6.5.6 Site demarcation

If required by the Specification Data, the Contractor shall erect and maintain permanent and/or temporary fences of the type and in the locations directed by the Engineer. Such fences shall, if so specified, be erected before undertaking designated activities.

4.6.5.7 "No go" areas

If so required by the Specification Data, certain areas shall be considered to be "no go" areas. The Contractor shall ensure that insofar as he has the authority, no unauthorized entry, stockpiling, dumping or storage of equipment or materials shall be allowed within the demarcated "no go" areas.

"No go" areas shall be demarcated with fencing consisting of wooden or metal posts at 3 m centers with 1 plain wire strand tensioned horizontally at 900 mm from ground level. Commercially available danger tape shall be wrapped around the wire strand. The Contractor shall maintain the fence for the duration of construction and ensure that the danger tape does not become dislodged.

4.6.5.8 Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Engineer. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Engineer. The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

4.6.5.9 Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted without authorization.

Trapping, poisoning and/ or shooting of animals is strictly forbidden. No domestic pets or livestock are



permitted on Site.

Where the use of herbicides, pesticides and other poisonous substances has been specified, they shall be stored, handled and applied with due regard to their potential harmful effects.

4.6.5.10 Protection of archaeological and paleontological remains

The Contractor shall take reasonable precautions to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of archaeological interest discovered on the Site, immediately upon discovery thereof and before removal. The Contractor shall inform the Engineer immediately of such a discovery and carry out the Engineers instructions for dealing therewith. All construction within the vicinity of the discovery shall cease immediately and the area shall be cordoned off until such time as the Engineer authorises resumption of construction in writing.

The Engineer will contact the relevant heritage authority.

4.6.5.11 Access routes/ haul roads

Access to the Construction camp and working areas shall utilize existing roads or tracks. Entry/exit points onto public roads shall take cognisance of traffic safety. Traffic safety measures shall include appropriate signage and signalmen where relevant

On the Site, and, if so required by the Specification Data, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition, such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500 m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 20 km/h.

Mud and sand deposited onto public roads by construction activities shall be cleared on a daily basis.

4.6.5.12 Cement and concrete batching

Where applicable, the location of the batching plant (including the location of cement stores, sand and aggregate stockpiles) shall be as approved by the Engineer. The concrete/cement batching plant shall be kept neat and clean at all times.

No batching activities shall occur directly on unprotected ground. The batching plant shall be located on a smooth impermeable surface (concrete or 250 pm plastic covered with 5 cm of sand). The area shall be bunded and sloped towards a sump to contain spillages of substances. All wastewater resulting from batching of concrete shall be disposed of via the contaminated water management system and shall not be discharged into the environment. Contaminated water storage areas shall not be allowed to overflow and appropriate protection from rain and flooding shall be implemented

Empty cement bags shall be stored in weatherproof containers to prevent wind-blown cement dust and water contamination. Empty cement bags shall be disposed of on a regular basis via the solid waste management system, and shall not be used for any other purpose. Unused cement bags shall be stored so as not to be affected by rain or runoff events. In this regard, closed steel containers shall be used for the storage of cement powder and any additives. The Contractor shall ensure that sand, aggregate, cement or additives used during the mixing process are contained and covered to prevent contamination of the surrounding environment.

The Contractor shall take all reasonable measures to prevent the spillage of cement concrete during batching and construction operations. During pouring, the soil surface shall be protected using plastic and all visible remains of concrete shall be physically removed on completion of the cement/ concrete pour and appropriately disposed of. All spoiled and excess aggregate/ cement/ concrete shall be removed and disposed of via the solid waste management system.



Where "ready-mix" concrete is used, the Contractor shall ensure that the delivery vehicles do not wash their chutes directly onto the ground. Any spillage resulting from the "ready-mix" delivery shall be immediately cleared and disposed of via the solid waste management system.

4.6.5.13 Earthworks

Where material for construction will be required, the Contractor will ensure that an Environmental Authorisation has been obtained prior to entry into any quarry or borrow pit. The Contractor will ensure that Environmental Best Practices are implemented throughout the operation of any quarry or borrow pit relevant to this project. Where required, the quarries and borrow pits used during this project shall be rehabilitated by the Contractor to the satisfaction of the Engineer.

4.6.5.14 Pumping

Not Applicable

4.6.5.15 Bitumen

Not Applicable

4.6.5.16 Fire control

No fires may be lit on site. Any fires that occur shall be reported to the Engineer immediately. Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid spread of an initial flame. In terms of the Atmospheric Pollution Prevention Act (No. 45 of 1965), burning is not permitted as a disposal method.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces, and at least one fire extinguisher of the appropriate type when welding or other "hot" activities are undertaken.

4.6.5.17 Emergency procedures

The Contractor's procedures for the following emergencies shall include:

- i) **Fire**
The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedure to be followed in the event of a fire.
- ii) **Accidental leaks and spillages**
The Contractor shall ensure that his employees are aware of the emergency procedure(s) to be followed for dealing with spills and leaks, which shall include notifying the Engineer and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Engineer.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 t of hydrocarbon liquid spill.

4.6.5.18 Community relations

The Contractor shall erect and maintain information boards in the position, quantity, design and



dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Engineer.

The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself.

4.6.5.19 Erosion and sedimentation control

The Contractor must ensure that the site camp and site are sloped accordingly and implement correct drainage measures for efficient runoff and drainage of rain water.

Where construction activities are finished the area must be rehabilitated and revegetated to prevent erosion. Construction areas tend to get compacted because of the concentration of workers and vehicles, such areas should be ripped to decrease compaction and prevent erosion.

4.6.5.20 Aesthetics

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

4.6.5.21 Recreation

If so required by the Specification Data, the Contractor shall take measures to reduce disruption to recreational users of the area abutting the Site.

4.6.5.22 Access to site

Only the necessary vegetation must be removed for the purpose of the access road. The contractor must ensure that the access road is maintained and upgraded regularly to prevent erosion and surface damage. Storm water measures should also be kept in mind on the access road.

All construction vehicles must keep to the dedicated roads and tracks, no vehicles may be allowed in the fields and grazing areas, turnaround points must be made on strategic areas to prevent this.

4.6.5.23 Crane operations

Not applicable

4.6.5.24 Trenching

Excavation must be kept to normal working hours and dust prevention measures must also be kept in mind. Where trenches is made the excavations must be kept in a narrow line and limited to the layout footprint only.

When Excavations take place there will always be a possibility of heritage features occurring, in this event construction activities in the area must be stopped immediately and the appropriate person or organisation must be contacted. This area must also be barricaded.

4.6.5.25 Demolition

Not Applicable

4.6.5.26 Drilling and jack hammering

Not Applicable

4.6.5.27 Stockpiling



Stockpiling must not be positioned in such manner that it will obstruct pathways, cause erosion, or cause damming of storm water.

Stockpiling of topsoil, excavated soil, or any material may not exceed a height of 2m, if a stockpile of soil is left unattended for longer than 6 months it must be analysed and upgraded if necessary before it is reused.

4.6.5.28 Site closure and rehabilitation

Before the construction site can be closed, the area must be rehabilitated, revegetated, and left in the same or a better state than before the construction started. Photo's should be taken before and after construction.

4.6.5.29 Temporary re-vegetation of the areas disturbed by construction.

Not Applicable

4.6.5.30 Temporary site closure

In the event of holidays, long weekends, and even just at the end of each day the site must be left in such a manner that it will not pose a threat to the immediate or surrounding environment. Ensure drip trays are in place, excavations are closed or barricaded and all waste and waste bins are removed and emptied, etc.

4.6.6 COMPLIANCE WITH REQUIREMENTS AND PENALTIES

4.6.6.1 Compliance

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Engineer to certify the imposition of a penalty as detailed below.

4.6.6.2 Removal from site and suspension of Works

The Engineer may instruct the Contractor to remove from Site any person(s) who in their opinion is guilty of misconduct, or is incompetent, negligent or constitutes an undesirable presence on Site. This contract requires that all Plant be in good working Order, and accordingly the Engineer may order that any Plant not complying with the Specifications be removed from Site. Where the Engineer deems the Contractor to be in breach of any of the requirements of this Specification, he may order the Contractor to suspend the progress of the Works or any part thereof.

4.6.7 MEASUREMENT AND PAYMENT

4.6.7.1 Basic principles

4.6.7.1.1 General

Except as specified below, or in the Specification Data or as billed, no separate measurement and payment will be made to cover the costs of complying with the provisions of this Specification and such costs shall be deemed to be covered by the rates tendered for the items in the Bill of Quantities completed by the Contractor when submitting his tender.



4.6.7.1.2 All requirements of the environmental management specification

All work not measured elsewhere, associated with complying with any requirement of this Environmental Management specification will be measured and paid as a sum.

The tendered sum shall cover the cost of with complying with the environmental management specification and shall include for all materials, labour and plant required to execute and complete the Works as specified, described in the Bill of Quantities or shown on the Drawing(s).

4.6.7.1.3 Work "required by the Specification Data"

Where a clause in this Specification includes a requirement as "required by the Specification Data", measurement and payment for compliance with that requirement shall be in accordance with the relevant measurement and payment clause of the Specification Data.



SECTION G

BILL OF QUANTITIES





SECTION H

DRAWINGS



SECTION I

GENERAL CONDITIONS OF CONTRACT



GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



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General Conditions of Contract

1. Definitions	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "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>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13 "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 bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p>
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	<p>1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub bidders) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>



<p>5. Use of contract documents and information; inspection.</p>	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
<p>6. Patent rights</p>	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
<p>7. Performance security</p>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) a cashier's or certified cheque</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
<p>8. Inspections, tests and analyses</p>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the</p>



	<p>purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
10. Delivery and documents	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>



12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
14. Spare parts	<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p>



	<p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Contract amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19. Assignment	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
20. Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
21. Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its sub bidder(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p>



	<p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
22. Penalties	<p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
23. Termination for default	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p>
24. Anti-dumping and countervailing duties and rights	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which</p>



		may otherwise be due to the bidder in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
	25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.



29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	<p>34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, and agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor (s) was/were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor (s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.</p>



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