



# enterprise ilembe

ECONOMIC DEVELOPMENT AGENCY

**BID NO.: T02**

## **CONSTRUCTION OF MANDENI YOUTH ENTERPRISE PARK**

**(PHASE ONE)**

**CIDB CLASSIFICATION: 4CE OR HIGHER**

### **SUBMISSION OF BID DOCUMENT DEADLINE**

Date: Friday, **06 March 2020**

Time: 12h00

Venue: Sangweni Tourism Centre, Cnr. Link Road & Ballito Drive, Dolphin Coast, 4420

<b>Name of Bidder</b>	
<b>Physical Address</b>	
<b>Contact Person(s)</b>	
<b>Phone Number(s)</b>	
<b>E-Mail Address</b>	
<b>CIDB CRS Number(s)</b>	

Sealed bid document must be deposited in the Tender Box provided at the Sangweni Tourism Centre, Cnr. Link Road & Ballito Drive, Ballito no later than **12h00** on **06 March 2020**. All bids should be addressed to The Chief Executive Officer, Enterprise iLembe. Please be advised that the name, address and contact details of the bidder should be written at the back of the envelope. Please note that Incomplete, faxed, emailed and applications received after the closing time and date will not be considered. Bidders using a courier service to deliver documents are responsible for ensuring that such delivered documents are physically deposited in the tender box.

Enterprise iLembe does not bind itself to accept the lowest or any of the bids and reserves the right to accept the whole or part of the bid proposal.

**CHECK-LIST FOR TENDER SUBMISSION**

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE BID DOCUMENT:**

Page No.	Description	Completed			
		Yes		No	
Cover	Name of bidder and Contact Details	Yes		No	
7	MBD 1: Invitation to Bid	Yes		No	
32	Authority of Signatory	Yes		No	
34	Compulsory Enterprise Questionnaire	Yes		No	
37	Notice of Compulsory Briefing Session	Yes		No	
38	Record of Addenda to Bid Documents	Yes		No	
39	Proposed Amendments and Qualifications	Yes		No	
40	Schedule of Proposed Sub-Contractors	Yes		No	
41	Central Supplier Database Registration	Yes		No	
42	Schedule of Plant and Equipment	Yes		No	
43	Schedule of Previous Similar Works	Yes		No	
44	Contractor's Certificate of Registration with CIDB	Yes		No	
45	Tenderer's Financial Standing	Yes		No	
46	Compliance with OHS Act (Act 85 of 1993)	Yes		No	
47	Declaration of Interest	Yes		No	
50	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Yes		No	
55	Declaration Certificate for Local Production and Content for Designated Sectors	Yes		No	
59	Declaration of Bidders' Past Supply Chain Management Practices	Yes		No	
61	Certificate of Independent Bid Determination	Yes		No	
64	Certificate for Municipal Services and Payments/Lease Agreement	Yes		No	
66	Form of Offer and Acceptance	Yes		No	
69	Contract Data	Yes		No	
94	Bill of Quantities	Yes		No	

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**enterprise ilembe**  
ECONOMIC DEVELOPMENT AGENCY

**PART T1**

**BIDDING PROCEDURES**

**T1.1. BID NOTICE & INVITATION TO BID**

**BID NO: T02**

**CONSTRUCTION OF MANDENI YOUTH ENTERPRISE PARK**

Enterprise iLembe seeks service providers for the construction of Mandeni Youth Enterprise Park.

Tenderers should have an estimated CIDB contractor grading of at least **4CE or higher**.

**Please note that the tender documents are available for downloading from the National Treasury website ([www.etenders.gov.za](http://www.etenders.gov.za)), CIDB Website [www.cidb.org.za](http://www.cidb.org.za) as well as the Enterprise iLembe Website – [www.enterpriseilembe.co.za](http://www.enterpriseilembe.co.za).**

**Alternatively, please e-mail your request for documents to [Fanele@enterpriseilembe.co.za](mailto:Fanele@enterpriseilembe.co.za).**

**Procurement enquiries: Ms Fanele Mazibuko. E-mail: [fanele@enterpriseilembe.co.za](mailto:fanele@enterpriseilembe.co.za)  
Technical enquiries: Mr Bahle Magwaza. E-mail: [bahle@enterpriseilembe.co.za](mailto:bahle@enterpriseilembe.co.za)**

A compulsory Site Briefing will take place on **24 February 2020 at 11h00**, in **Mandeni, No.1 Thokoza Road, Sundumbili, Endlondlweni Area in Ward 7, GPS Co-ordinates as follows: 29°08'32.5"S 31°24'11.8"E**.

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2017 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points system. Preference points will be awarded to service providers using their B-BBEE status level of contribution. The bids will remain valid for 90 days. Enterprise iLembe reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed "**Bid No: T02 – Construction of Mandeni Youth Enterprise Park (YEP)**" bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Enterprise iLembe –Sangweni Tourism Centre, Cnr. Link Road & Ballito Drive by no later than **12:00 on 06 March 2020**. Late submissions or those received by way of facsimile or e-mail will under no circumstances be considered. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Document.

Bids will be evaluated in terms of functionality as part of the minimum requirements before evaluated on price and preference based on the following criteria:

<b>Functionality Criteria</b>	<b>Weight</b>
Locality	20
Experience of Key Personnel	40
Experience on Similar Projects	40
<b>Total</b>	<b>100</b>

**Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto [www.csd.gov.za](http://www.csd.gov.za)**

**Mr. N Nkomzwayo  
Chief Executive Officer  
Enterprise iLembe**

**T1.2 MBD1: INVITATION TO BID (COMPULSORY SUBMISSION)**

**PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ENTERPRISE ILEMBE</b>					
<b>Bid Number</b>	<b>T02</b>	<b>Closing Date</b>	<b>06 March 2020</b>	<b>Closing Time</b>	<b>12h00</b>
<b>Description</b>	CONSTRUCTION OF MANDENI YOUTH ENTERPRISE PARK (YEP)				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE  
BID BOX SITUATED AT

**ENTERPRISE ILEMBE  
SANGWENI TOURISM CENTRE  
CNR. LINK ROAD & BALLITO DRIVE  
BALLITO  
4420**

**SUPPLIER INFORMATION**

Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status Level Sworn Affidavit		<input type="checkbox"/> Yes <input type="checkbox"/> No	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

Are you the Accredited Representative in <b>South Africa for the Goods /Services /Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes enclose proof)	Are you a Foreign Based Supplier for <b>the Goods /Services /Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, answer part B:3)
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<b>Total Number of Items Offered</b>		<b>Total Bid Price:</b>	
<b>Signature of Bidder</b>		<b>Date:</b>	

**Capacity under which this bid is signed:**

**ENQUIRIES MAY BE DIRECTED TO:**

<b>Bidding Procedure Enquiries</b>		<b>Technical enquiries</b>	
Contact person	Ms Fanele Mazibuko	Contact person	Mr Bahle Magwaza
Telephone number	032 946 1256	Telephone number	032 946 1256 / 060 975 1980
E-mail address	<a href="mailto:fanele@enterpriseilembe.co.za">fanele@enterpriseilembe.co.za</a>	E-mail address	<a href="mailto:bahle@enterpriseilembe.co.za">bahle@enterpriseilembe.co.za</a>
	or		or
Contact person		Contact person	M Mafara
Telephone number		Telephone number	031 266 5900
E-mail address		E-mail address	<a href="mailto:mercym@delca.co.za">mercym@delca.co.za</a>

**PART B**  
**Terms and Conditions for Bidding**

<b>1. BID SUBMISSION:</b>	
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.	
1.2. <b>All bids must be submitted on the official forms provided–(not to be re-typed) or online</b>	
1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the JBCC (Edition 5.0) contract and, if applicable, any other special conditions of contract.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 Bidders must ensure compliance with their tax obligations.	
2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.	
2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the <b>website <a href="http://www.sars.gov.za">www.sars.gov.za</a></b> .	
2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.	
2.5 Bidders may also submit a printed TCS certificate together with the bid.	
2.6 In bids where consortia / joint ventures / sub-contractors are involved each party must submit a separate TCS certificate / Pin / CSD number.	
2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2. Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3. Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4. Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5. Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>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 above.</b>	

**NB: Failure to provide any of the above particulars may render the bid invalid.  
No bids will be considered from persons in the service of the state.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**T1.3 TENDER DATA**

**ENTERPRISE ILEMBE**

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure F of Standard for Uniformity in Construction Procurement (Board Notice 136 Government Gazette No 38960 of 10 July 2015)**, bound into Section T1.4

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 to which it mainly applies.

<b>CLAUSE NUMBER</b>	<b>TENDER DATA</b>
F.1.1 Actions	The employer is Enterprise iLembe
F.1.2 Tender Documents	<p><b>THE TENDER</b></p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 – Tender notice and invitation to tender</p> <p>T1.2 – MBD 1: Form</p> <p>T1.3 – Tender data</p> <p>T1.4 – Special Conditions of Tender</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 – List of returnable documents</p> <p>T2.2 – Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Form of guarantee</p> <p>C1.4 – Health and safety agreement</p> <p><b>Part C2: Pricing Data</b></p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Activity Schedule or Bills of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 – Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 – Site information</p>
F.1.3	<b>Add</b> the following new clause:
F.1.3.4	<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English.</i>
F.2.1 Eligibility Criteria	<p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>4CE or higher</b> class of construction work, are eligible to submit tenders.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of a joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>4CE class</b> of construction work; and</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for construction work or a value determined in accordance with Regulation</li> </ol>

**Bid No.: T02 - Construction of Mandeni Youth Enterprise Park (YEP)**

	25(1B) or 25(7A) of the CIDB.
	Only those tenderers who have in their full time employ management and supervisory staff satisfying the requirements of the scope of works for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
	Only those tenders who score a <b>minimum of 70%</b> in respect of the following criteria are eligible to submit tenders Refer to <b>Part T1 (F3.11.3 Scoring quality)</b>
F.2.2 Cost of Tendering	The employer <b>will not</b> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
F.2.7 Clarification meeting	The arrangements for a <b>compulsory</b> clarification meeting are as stated in the tender notice and invitation to tender Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to tenders received from those tendering entities appearing on the attendance register.
F.2.9 Insurance	The Tenderer will be responsible for the full insurance cover required for this project.
F.2.12 Alternative offers	If a Tenderer wish to submit an alternative Tender offer, the only criteria permitted for such alternative Tender offer is that it demonstrably satisfies the Employer's standards and requirements. Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents is also submitted.  Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.  Acceptance of an alternative Tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.  Where necessary the modified Pricing Data must include an amount equal to 5% of the amount tendered for, the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
F.2.13.1	A two-envelope procedure <b>will not</b> be followed.
F.2.13.3 Submitting a tender offer	Parts of each Tender offer communicated on paper shall be submitted as original, plus 0 copies.
F.2.13.5	THE IDENTIFICATION DETAILS ARE: <b>BID NO: T02</b> <b>BID DESCRIPTION: CONSTRUCTION OF MANDENI YOUTH ENTERPRISE PARK (YEP)</b> EACH TENDER SHALL BE ENCLOSED IN A SEALED ENVELOPE, BEARING THE CORRECT IDENTIFICATION DETAILS AND SHALL BE PLACED IN THE TENDER BOX.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers <b>will not</b> be accepted

**Bid No.: T02 - Construction of Mandeni Youth Enterprise Park (YEP)**

F.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
F.2.16 Tender offer validity	The Tender offer validity period is <b>90 (ninety) days</b> .
F.2.18 Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.20 Performance security/guarantee	The Tenderer shall provide a performance security/guarantee of 10% of the value of the tender before formation of the contract.
F.3.4 Opening of tender submissions	Tenders will be opened in public immediately after the closing time of tenders at 12:00.
F.3.11.3 Scoring quality	Quality / Functionality will be scored as follows (maximum points = 100):

A tender must score a minimum of 70% out of the full points for quality / functionality in order to be eligible for further evaluation.

**DETAILED BREAKDOWN OF QUALITY POINTS**

<b>Criteria</b>	<b>Weights</b>	<b>Sub-criteria</b>	<b>Allocation of points</b>
<b>A. Locality</b>	20	Business located in Mandeni	20
		Business located outside Mandeni but within iLembe	10
		Business located outside iLembe but within KZN	5
		Business located outside KZN	0
<b>B. Experience of Key Personnel</b>	40	<b>a) Site Agent / Project Manager</b> (Note the Site Agent may be the same person as the Project Manager)	
		Relevant Tertiary Qualifications: ND Civil, Btech, BSc Civil	10
		Years of appropriate experience (score one of the categories) <5 5 to 10 >10	2 5 10
		<b>b) Supervisor / Foreman</b> Construction Trade Certificate	5
		Years of appropriate experience (score one of the categories) <5 5 to 10 >10	5 10 15

<p><b>C. Experience on Similar Projects</b></p>	<p align="center">40</p>	<p>The evaluation of the tender's relevant experience will be done as follows based on the information provided in <b>Schedule I</b></p> <p>Value / Size of Individual Contracts</p> <p>&lt; R 3 million</p> <p>R 3 – 4.5 million</p> <p>R 4.5 – 6.5 million</p> <p>&gt; R 6.5 million</p>	<p align="center">0</p> <p align="center">10</p> <p align="center">20</p> <p align="center">40</p>
<p><b>TOTAL POINTS</b></p>		<p align="center"><b>100</b></p>	
<p>F.3.11.4 Preferential Point System</p>	<p>The financial offer will be scored using the 80/20 preference points scoring system as set out in the 2017 PPPFA Regulations:</p> <p>80/20 where the financial value inclusive of VAT of one or more responsive Tenders offers equals or is less than R 50 000 000.</p>		
<p>F.3.13 Acceptance of Tender Offer</p>	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>1. The tenderer has complied in full with the all eligibility criteria;</li> <li>2. A valid Tax Compliance Status Pin and CSD Master Registration Number for verification;</li> <li>3. Bidder submits a B-BBEE Status Level Verification Certificate;</li> <li>4. The <b>Form of Offer and Acceptance</b> is completed and signed;</li> <li>5. The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</li> <li>6. The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</li> <li>7. The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>8. The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> <li>9. The bid must adhere to pricing Instructions where the Bill o Quantities should be completed correctly and signed.</li> </ol>		

	<p>10. The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector;</p> <p>11. The bidder has not:  a. abused the Employer's Supply Chain Management System; or  b. failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>12. The bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>13. The bidder is registered on the <b>Central Supplier Database</b>;</p> <p>14. The bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached.</p> <p>15. A Joint-Venture Agreement or Consortium, where applicable, is submitted with bid;</p> <p>16. Every member of the Joint Venture/ Consortium to submit proof of registration with CIDB and the category of registration of the JV/ Consortium is equal to or higher than the category of registration specified in the advert.</p> <p>17. All returnable schedules are to be completed and all relevant certificates attached where indicated.</p>
F.3.17 Copies of Contract	<b>One</b> signed copy of contract shall be provided by the Employer to the successful Tenderer.

## **T1.4 STANDARD CONDITIONS OF TENDER**

### **F.1 General**

#### **F.1.1 Actions**

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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

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

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

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

#### **F.1.2 Tender Documents**

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

#### **F.1.3 Interpretation**

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

**F.1.3.2** These 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.

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

- a) **conflict of interest** means any situation in which:
  - (i). someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - (ii). an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - (iii). incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

#### **F.1.4 Communication and employer's agent**

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

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

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

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

### **F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

### **F.1.6.3 Proposal procedure using the two stage-system**

#### **F.1.6.3.1 Option 1**

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

#### **F.1.6.3.2 Option 2**

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

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

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

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

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

### **F.2.2 Cost of tendering**

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

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

### **F.2.3 Check documents**

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

### **F.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.

### **F.2.5 Reference documents**

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

### **F.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.

### **F.2.7 Clarification meeting**

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

### **F.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.

### **F.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.

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

**F.2.10.1** Note that the Bill of Quantities is packaged in such a way as to include three (3) SMEs to be procured from the Enterprise iLembe Data Base and tenderers should include in their pricing a provision for their profit and attendance to those sub-contractors.

**F.2.10.2** 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.

**F.2.10.3** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.4** 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.

**F.2.10.5** 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.

### **F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. **No** correction fluid should be used.

### **F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender

documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**F.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.

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**F.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.

**F.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.

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

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

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

**F.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.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

#### **F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### **F.2.15 Closing time**

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

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

#### **F.2.16 Tender offer validity**

**F.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.

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

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

#### **F.2.17 Clarification of tender offer after submission**

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

**Note:** *Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

#### **F.2.18 Provide other material**

**F.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), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be

provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

**F.2.19 Inspections, tests and analysis**

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

**F.2.20 Submit securities, bonds and policies**

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

**F.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.

**F.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.

**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

### **F.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.

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

**F.3.4.1** Unless the two-envelope system is to be followed, open and announce valid tender submissions. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce after the opening of tender submissions, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

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

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

**F.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.

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

### **F.3.6 Non-disclosure**

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

### **F.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.

### **F.3.8 Test for responsiveness**

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

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

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

### **F.3.9 Arithmetical errors, omissions and discrepancies**

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- 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 item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **F.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.

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

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

#### **F.3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

- 4) The 80/20 preference point system for acquisition of services, works or goods with a Rand value of more than R30 000 but not exceeding R50 000 000:**

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

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

Where

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;

*P<sub>t</sub>* = Comparative price of tender or offer under consideration; and

*P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

- ii. An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.
- b) Subject to subparagraph 4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

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

- c) A maximum of 20 points may be allocated in accordance with subparagraph 4)(b)
- d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph 4)(b) must be added to the points scored for price a calculated in accordance with subparagraph 4)(a).
- e) Subject to paragraph F.4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**5. The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R50 million:**

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

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

Where

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;  
*P<sub>t</sub>* = Comparative price of tender or offer under consideration; and  
*P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

- b) Subject to subparagraph 5)(c), points must be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- c) A maximum of 20 points may be allocated in accordance with subparagraph 5)(b)
- d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph 5)(b) must be added to the points scored for price a calculated in accordance with subparagraph 5)(a).
- e) Subject to paragraph F.4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**F.3.11. Decimal places**

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

**F.3.12 Insurance provided by the Employer**

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

### **F.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable

commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

### **F.3.14 Prepare contract documents**

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

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

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

### **F.3.15 Notice to unsuccessful tenderers**

**F.3.15.1** 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.

**F.3.15.2** After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

### **F.3.16 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.

### **F.3.17 Provide written reasons for actions taken**

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

**F.3.18 Transparency in the procurement process**

**F.3.18.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i.Tender system.

**F.3.18.2** The Employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F.3.18.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F.3.18.4** The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports



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**PART T2**

**RETURNABLE DOCUMENTS**

## **T2.1: LIST OF RETURNABLE DOCUMENTS**

The Bidder must complete the following returnable documents:

<b>Form</b>	<b>Page</b>
<b>T2.2 Compulsory Returnable Documents</b>	
A. Authority of Signatory	32
B. Compulsory Enterprise Questionnaire	34
C. Notice of Compulsory Briefing Session	37
D. Record of Addenda to Bid Documents	38
E. Proposed Amendments and Qualifications	39
F. Schedule of Proposed Sub-Contractors	40
G. Central Supplier Database Registration	41
H. Schedule of Plant and Equipment	42
I. Schedule of Previous Similar Works	43
J. Contractor's Certificate of Registration with CIDB	44
K. Tenderer's Financial Standing	45
L. Compliance with OHSA (Act 85 of 1993)	46
M. Declaration of Interest	47
N. Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	50
O. Declaration Certificate for Local Production and Content for Designated Sectors	55
P. Declaration of Bidders' Past Supply Chain Management Practices	59
Q. Certificate of Independent Bid Determination	61
R. Certificate for Municipal Services and Payment/Lease Agreement	64

**A. AUTHORITY OF SIGNATORY**

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

<b>A COMPANY</b>	<b>B PARTNERSHIP</b>	<b>C JOINT VENTURE</b>	<b>D SOLE PROPRIETOR</b>	<b>E CLOSE CORPORATION</b>

**A. Certificate for Company**

I, ....., chairperson of the board of ....., hereby confirm that by resolution of the board (copy attached) taken on ..... 20....., Mr/Ms.....acting in the capacity of ....., was authorised to sign all documents in connection with this bid for **Bid no T02** and any contract resulting from it on behalf of the company.

As witnesses:

1. .... Chairman: .....

2. .... Date: .....

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as ....., hereby authorise Mr/Ms ....., acting in the capacity of ....., to sign all documents in connection with this bid for **Bid no T02** and any contract resulting from it on our behalf.

<b>Name</b>	<b>Address</b>	<b>Signature</b>	<b>Date</b>

**Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.**

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ....., authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with this bid for **Bid no T02** and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

<b>Name of Firm</b>	<b>Address</b>	<b>Authorising Name and Capacity</b>	<b>Authorising Signature</b>
Lead Partner:			

**NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.**

**D. Certificate for Sole Proprietor**

I, ....., hereby confirm that I am the sole owner of the business trading as .....

**As witnesses:**

1. .... Sole Owner: .....
2. .... Date: .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as ....., hereby authorise Mr/Ms ..... acting in the capacity of ..... to sign all to sign all documents in connection with this bid for **Bid no.: T02** and any contract resulting from it on our behalf.

<b>Name</b>	<b>Address</b>	<b>Signature</b>	<b>Date</b>

**Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.**

**B.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 services 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"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act (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 or municipal Entity                                |   |

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 (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 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) Authorises the Employer to obtain a tax clearance from the South African Revenue Services that my/our tax matters are in order;
- (ii) Confirms that neither the name of the enterprise nor 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
- (v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Enterprise Name:** \_\_\_\_\_

**C. NOTICE OF COMPULSORY BRIEFING SESSION**

A compulsory briefing session will be held on **24 February 2020** at **11h00am**.

The meeting point for the Briefing Session will be at the **Mandeni, No.1 Thokoza Road, Sundumbili, Endlondlweni Area in Ward 7, GPS Co-ordinates as follows: 29°08'32.5"S 31°24'11.8"E**.

Bidders are required to sign an attendance register at the site briefing. Note that the onus is on the bidder to ensure the attendance register is signed. Once the briefing session has been concluded, no further bidders will be allowed to sign the attendance register and the register will be posted on the Enterprise iLembe website for transparency.

**Compulsory Briefing Session Certificate**

It is hereby certified that I have attended the Compulsory Briefing Session, signed the attendance register, and have satisfied myself of the conditions and circumstances which may influence the Works and the cost thereof.

<b>Name of Representative</b>	
<b>On Behalf of Bidder (name of bidder)</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Signature (For Bidder)</b>	

**D. RECORD OF ADDENDA**

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

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		

Attach additional pages if more space is required.

***Failure to acknowledge any addendum released by Enterprise iLembe may result in your tender submission being declared non-responsive.***

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**E: PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

<b>Page</b>	<b>Clause or item</b>	<b>Proposal</b>

**Signed** .....

**Date** \_\_\_\_\_

**Name** .....

**Position** \_\_\_\_\_

**Bidder** .....

**F: SCHEDULE OF PROPOSED SUB-CONTRACTORS**

**Bidders are required to submit the following compulsory documents relating to sub-contractors behind this document as follows:**

- Signed agreement with each sub-contractor
- Valid Tax Clearance Certificate/ TCS pin of each sub-contractor
- Proof of registration on the Central Suppliers Database (CSD) for each sub-contractor
- B-BBEE Certificate/ Affidavit of each sub-contractor

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.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

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

**Signed** ..... **Date** .....

**Name** ..... **Position** .....

**Bidder** .....

**G.CENTRAL SUPPLIER DATABASE REGISTRATION**

**No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).**

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za/>

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**H: SCHEDULE OF PLANT AND EQUIPMENT**

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed \_\_\_\_\_

Date .....

Name \_\_\_\_\_

Position .....

Bidder .....

**I: SCHEDULE OF PREVIOUS SIMILAR WORKS**

The following is a statement of similar work successfully executed by myself / ourselves:

<b>Employer, contact person and telephone number.</b>	<b>Description of contract</b>	<b>Value of work inclusive of VAT (Rand)</b>	<b>Date completed</b>

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

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

Bidder .....



**K: BIDDER'S FINANCIAL STANDING**

The Employer may make enquiries to obtain a bank rating from the Bidder's bank.

To this end, **the Bidder must provide with this Bid, a bank rating**, certified by his banker, to the effect that he will be able to successfully complete the contract at the bided amount within the specified time for completion.

However, should the bidder be unable to provide a bank rating with his Bid, he shall state the reasons as to why he is unable to do so, and in addition, provide the following details of his banker and bank account that he intends to use for the project.

Name of the Account Holder: .....

Name of Bank: .....

Branch Name: .....

Account Number: .....

Account Type: ..... Branch Code: .....

Telephone number: ..... Fax number: .....

Name of contact person (at bank): .....

**Failure to provide either the required bank details or a certified bank rating with his Bid, will lead to the conclusion that the Bidder does not have the necessary financial resources at his disposal to complete the contract successfully within the specified/bided time for completion.**

The employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Bid submitted by the Bidder

**Signature of Bidder** : .....

**Date** : .....

**L: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

Bidders are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1.	Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?	Yes	No
2.	Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).		
3.	Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?	Yes	No
4.	Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?	Yes	No
5.	Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?	Yes	No
6.	Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV.	Yes	No
7.	Does the Contractor have trained first aid employees? If yes, indicate, who.	Yes	No
8.	Does the Contractor have a safety induction-training programme in place? (If yes, provide a copy)	Yes	No

**Signed** ..... **Date** .....

**Name** ..... **Position** .....

**Bidder** .....

**M. MBD 4: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
  
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
  
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<b>3.1</b>	<b>Full Name of bidder/ Representative</b>	
<b>3.2</b>	<b>Identity Number</b>	
<b>3.3</b>	<b>Position occupied in the Company (director, trustee, shareholder<sup>2</sup>)</b>	
<b>3.4</b>	<b>Company Registration Number</b>	
<b>3.5</b>	<b>Tax Reference Number</b>	
<b>3.6</b>	<b>Tax Reference Number</b>	

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

<b>3.8</b>	<b>Are you presently in the service of the state*?</b>	<b>Yes</b>	<b>No</b>
<b>3.8.1</b>	<b>If yes, furnish particulars.</b>		

<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
  
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

**Bid No.: T02 - Construction of Mandeni Youth Enterprise Park (YEP)**

3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		
3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars.		
3.13	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If yes, furnish particulars.		
3.14	Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.14.1	If yes, furnish particulars.		

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

Full Name	Identity Number	State Employee Number

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**N. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

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

**3. POINTS AWARDED FOR PRICE**

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

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

**80/20 or 90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

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

[Tick applicable box]

**8.7 MUNICIPAL INFORMATION**

**where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

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

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

**O. MBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably). Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

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

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

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

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

<b>Steel Products and Components for Construction (where applicable to this bid)</b>	
<b><u>Steel Value-added Products</u></b>	
Fabricated Structural Steel	100%
Joining/Connecting Components	100%
Frames	100%
Roof and Cladding	100%
Fasteners	100%
Wire Products	100%
Ducting and Structural pipework	100%
Gutters, downpipes & lauders	100%
Plates	100%
Sheets	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections	100%
Reinforcing bars	100%

**3.** Does any portion of the goods or services offered have any imported content?

**(Tick applicable box)**

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

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

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

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

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

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

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

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

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

**IN RESPECT OF BID NO. T02- Construction of the Mandeni Youth Enterprise Park**

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

**iLembe Management Development Enterprise T/A Enterprise iLembe**

NB

The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

**Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>.** Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C MUST be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below (compulsory).** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as .....of

.....(name of bidder entity), the following:

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

and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

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

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

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

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

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

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

**P. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Bidding Document must form part of all bids invited.
  
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are to combat the abuse of the supply chain management system.
  
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
  - a) Abused the 's Supply Chain Management System or committed any improper conduct in relation to such system:
  - b) Been convicted for fraud or corruption during the past five years:
  - c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
  - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004).
  
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

ITEM	QUESTION	YES	NO
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audit alteram partem rule was applied).</b></p> <p><b>The database of Restricted Suppliers now resides on the National Treasury`s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)?</p> <p><b>(The Register for Bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

**Bid No.: T02 - Construction of Mandeni Youth Enterprise Park (YEP)**

<b>ITEM</b>	<b>QUESTION</b>	<b>YES</b>	<b>NO</b>
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the /municipal entity, or any other /municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the /municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) \_\_\_\_\_**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE TRUE AND CORRECT.**

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

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**Q. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. has been requested to submit a bid in response to this bid invitation;
  - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>9</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;

- e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

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

**R. PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS**

The tenderer is to affix to this page:

Proof that they are not in arrears for more than three (3) months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached;

Signed copy of the lease agreement if the tenderer is currently leasing premises and not responsible paying municipal accounts together with a letter from the landlord stating that no levies are in arrears (*only if applicable*).

Bidders residing on farms with no municipal services should submit a letter from their Induna/owner.

Statement must not be older than three months from the closing date of this tender.

**Attach latest municipal account statement behind this page. The statement must not be older than three months from the close of this tender.**

I, \_\_\_\_\_,  
 (Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services in respect of which payment is overdue for more than 90 days.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	



## **PART C1**

# **AGREEMENT AND CONTRACT DATA**

**Notes:**

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

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**SOUTH AFRICAN INSTITUTION OF CIVIL ENGINEERING**

**GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS**

**General Conditions of Contract for Construction Works, Third Edition (2015)**

**PRO FORMAS**

The General Conditions of Contract for Construction Works, Third Edition (2015) has been compiled on the basis that the following supplementary documentation in the format of proformas, once completed by the party or parties as relevant, shall form part of the Contract.

Appendix 1: Form of Offer and Acceptance

Appendix 2: Contract Data

Appendix 3: Performance Guarantee

**Appendix 1**

**General Conditions of Contract for Construction Works, Third Edition (2015)**

**PRO FORMA  
FORM OF OFFER AND ACCEPTANCE**

**(Agreement)**

**Offer**

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

.....

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 Tender 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**

.....

.....Rand (in words); R..... (in figures).

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.

**For the Tenderer:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Name and address of organisation:**

.....

.....

.....

**Signature and name of witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

**Acceptance**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

- Part 1 Agreements and Contract Data, (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

**Bid No.: T02 - Construction of Mandeni Youth Enterprise Park (YEP)**

---

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, which must be duly signed by the authorised representative(s) of both parties.

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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. 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.

**For the Employer:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Name and address of organisation:**

.....

.....

.....

**Signature and name of witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

**Schedule of Deviations**

Notes:

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

**1 Subject** .....

**Details** .....

  

**2 Subject** .....

**Details** .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**For the Tenderer:**

**For the Employer:**

..... **Signature** .....

..... **Name** .....

..... **Capacity** .....

**Name and address of organisation:**

**Name and address of organisation:**

.....

.....

.....

.....

.....

.....

..... **Witness signature** .....

..... **Witness name** .....

..... **Date** .....

**CONFIRMATION OF RECEIPT**

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

the ..... (day)

of ..... (month)

20..... (year)

at ..... (place)

**For the Contractor:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Signature and name of witness:**

**Signature:** .....

**Name:** .....

**Appendix 2**

**General Conditions of Contract for Construction Works, Third Edition (2015)**

**PRO FORMA  
CONTRACT DATA**

**CONTRACT DATA FOR MANDENI YOUTH ENTERPRISE PARK**

**PART 1: DATA PROVIDED BY THE EMPLOYER**

**CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

**CONTRACT SPECIFIC DATA**

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

*Please refer to the Management Guide to the General Conditions of Contract (2015), published by SAICE, for detailed guidance on the clauses requiring Contract Data.*

**COMPULSORY DATA**

**1.GENERAL**

Clause 1.1.1.13:

The Defects Liability Period is Twelve (12) months from the date of the certificate of completion.

Clause 1.1.1.14:

The time for achieving Practical Completion is Six (6) months

Clause 1.1.1.15:

The name of the Employer is **Enterprise iLembe**

Clause 1.2.1.2:

The address of the Employer is

Postal : **P O Box 593, Ballitio , 4420**

Physical : **Sangweni Tourism Centre, Cnr Link Road & Ballito Drive, Dolphin Coast, 4420**

Telephone : **032 946 1256**

Facsimile : **032 946 3515**

Clause 1.1.1.16:

The name of the Employer's Agent is **Delca systems (Pty) Ltd**

Clause 1.2.1.2:

The address of the Employer's Agent is

Postal : **P O Box 2321, Westville, 3630**

Physical : **Baker Tilly House, 18 Westville Road, Westville, 3629**

Telephone : 032 946 1256  
Facsimile : 032 946 3515

Clause 1.1.1.26:  
The Pricing Strategy is Fixed Price Contract.

## **5.TIME RELATED MATTERS**

Clauses 5.1.1 and 5.8.1:

Clause 5.3.1:

The documentation required before commencing with the Works are:

1. Health and Safety Plan (Refer to Clause 4.3)
2. Initial programme (Refer to Clause 5.6)
3. Security (Refer to Clause 6.2)
4. Insurance (Refer to Clause 8.6)

Clause 5.3.2:

The time to submit the documentation required before commencement of the Works is 15 days.

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

1. public holidays

New Year's Day, Human Rights Day, Good Friday, Family day, Freedom Day, Workers Day, Youth day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill

2. The construction industry year-end break commences on the first working day after 15 December and ends on the first day after 5 January of the following year.

Clause 5.13.1:

The penalty for failing to complete of Work, is R3 000 per calendar day up to a maximum of 10% of the contract value.

Clause 5.16.3:

The latent defects period is 5 Years

## **6.PAYMENT AND RELATED MATTERS**

Clause 6.5.1.2.3:

The Percentage allowance to cover overhead charges is 15%.

Clause 6.8.2:

Contract Price Adjustment will not apply.

Clause 6.8.3:

If price adjustments for variations in the costs of special materials are allowed, then:

The contractor should notify the engineer prior to execution of such work and variation costs to be adjusted.

Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works (Materials on site) is 80% of Invoice.

The percentage advance on Plant not yet supplied to Site is 0%.

Clause 6.10.3:

In lieu of insurance guarantee the percentage retention of the amounts due to the contractor is 10%.

**8.RISK AND RELATED MATTERS**

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is R560 000.00.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance is 16.8% of the repairing damages and loss rate.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R 1 000 000.00.

**10.CLAIMS AND DISPUTES**

The determination of disputes shall be in accordance with the SCM Policy of Enterprise iLembe.

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

Clause 1.1.1.9:

The name of the Contractor is ..... *The legal name of the Contractor.*

Clause 1.2.1.2:

The address of the Contractor is .....  
*The physical address, postal address, e-mail address and/or fax number where the Contractor will receive notices.*

Clause 1.1.1.14:

*(Omit if the Employer is to state the time for achieving Practical Completion).*

The time for achieving Practical Completion is .....  
*A time measured from the Commencement Date.*

*Or, if Practical Completion in portions is required:*

The times for achieving Practical Completion for the portions as set out in the Scope of Work are:

For portion 1 within .....

*followed by further portions as required.*

The time for achieving Practical Completion of the whole of the Works is .....

Clause 6.2.1:

The security to be provided by the Contractor shall be one of the following:

<b>Type of security</b> <i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i>	<b>Contractor's choice</b> <i>(Indicate "Yes" or "No")</i>
<i>Cash deposit of .....% of the Contract Sum.</i>	
<i>Fixed Performance Guarantee of ..... % of the Contract Sum.</i>	
<i>Variable Performance Guarantee of ..... % of the Contract Sum for the first period and ..... % of the Contract Sum for the second period.</i>	
<i>Retention of .....% of the value of the Works.</i>	
<i>Cash deposit of .....% of the Contract Sum plus retention of .....% of the value of the Works.</i>	
<i>Fixed Performance guarantee of .....% of the Contract Sum plus retention of .....% of the value of the Works.</i>	
<i>Variable Performance Guarantee of ..... % of the Contract Sum for the first period and ..... % of the Contract Sum for the second period plus retention of ..... % of the value of the Works.</i>	

*Note: In the 'Standard for Uniformity in Construction Procurement' in Section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10% of any amount due to a contractor. Where guarantees of an insurance company or bank that are provided are equal to or greater than 10% of the contract price, the total amount of retention monies held shall not exceed 5% of the contract price."*

Clause 6.5.1.2.3:

The percentage allowance on the net cost of materials actually used in the completed work is .....

*Omit if the Employer is to state the overhead charges, otherwise state the percentage value.*

The percentage allowance on the gross remuneration of the workmen and foremen actually engaged

is . . *Omit if the Employer is to state the overhead charges, otherwise state the percentage value.*

Clause 6.8.3: *If price adjustments for a variation in the costs of special materials is allowed then:*

The variation in cost of special materials is

*Type of special material*

*Unit*

*Rate or price*

*(The type of special materials may be listed, leaving the unit and rate or price to the tenderers to fill in*

*or the tenderers are allowed to state the type of special materials, the unit and the rate or price.)*

Appendix 3

General Conditions of Contract for Construction Works, Third Edition (2015)

PRO FORMA

PERFORMANCE GUARANTEE

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

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....

Physical address: .....

“Employer” means: .....

“Contractor” means: .....

“Employer's Agent” means:  
.....

“Works” means: .....

“Site” means: .....

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

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

Amount in words: .....

“Guaranteed Sum” means: The maximum aggregate amount of R .....

Amount in words: .....

Type of Performance Guarantee: ..... (*Insert Variable or Fixed*)

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

**CONTRACT DETAILS**

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

**1. VARIABLE PERFORMANCE GUARANTEE**

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

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

R.....

(Amount in words .....)

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

R.....

(Amount in words .....)

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

**2. CONDITIONS APPLICABLE TO VARIABLE GUARANTEES**

2.1 The Guarantor hereby acknowledges that:

2.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

- 2.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 2.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 2.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 2.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 2.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 2.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 2.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 2.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 2.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 2.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 2.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

- 2.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 2.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

**Signed at** .....

**Date** .....

**Guarantor's signatory (1)** .....

**Capacity**.....

**Guarantor's signatory (2)** .....

**Capacity** .....

Witness signatory (1) .....

Witness signatory (2) .....

**C1.3 FORM OF GUARANTEE**

**Bid No** .....  
WHEREAS **Enterprise iLembe** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....  
(Hereinafter called “the Contractor”) on the ..... day of ..... 20 ..

.., **FOR THE CONSTRUCTION OF MANDENI YOUTH ENTERPRISE PARK**

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 authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, 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 prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, 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 .....  
.....Rand (in words);  
R ..... (in figures)
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  
.....

**Bid No.: T02 - Construction of Mandeni Youth Enterprise Park (YEP)**

---

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

IN WITNESS WHEREOF this guarantee has been executed by us at .....  
..... on this ..... day of ..... 20 .....

**Signature** .....

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

**Address** .....  
.....  
.....

**As witnesses:**

**1** .....  
**Name** ..... **Signature** .....

**2** .....  
**Name** ..... **Signature** .....

**C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

This agreement is mandatory for all contractors appointed by Enterprise iLembe or any other institution that do work for or on behalf of Municipality.

**This agreement is between:**

**THE CONTRACTOR:**

Herein represented by

.....

In his capacity as .....Being duly authorized hereto hereinafter referred to as "contractor".

Compensation Commissioner Number:.....

(Attach a copy of the Registration Certificate to this agreement)

Company Name:.....

Registration Number:.....

CEO Name:.....

ID Number:.....

Physical Address:.....

**And  
ENTERPRISE ILEMBE  
(Hereinafter referred to as "the Council")**

**1. DEFINITIONS**

**1.1 CONTRACTOR** Means the "Contractor" as defined in the "Principal Contract" Annexed hereto in his capacity as mandatory.

**1.2 MANDATORY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.

**1.3 THE PRINCIPAL CONTRACT** Means the contract annexed hereto as annexure "A".

**1.2 COUNCIL** Means the PSC (Project Steering Committee )

**1.5 RISK CONTROL OFFICER** A person appointed in writing by Council.

**1.6** Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

**2. OBJECTIVE**

- 2.1 Whereas Council and the Contractor have entered into a contract for service (work) as fully indicated in the “Principle Contract” and whereas the “Contractor” agreed to indemnify Council against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Council and the Contractor’s obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for Council within the jurisdictional area of the Council and on any premises, which are owned, rented or developed by the Council.
- 2.3 The Council acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

**IT IS HEREBY AGREED AS FOLLOWS:**

**3. INDEMNITIES**

- 3.1 The “Contractor” hereby indemnifies the “Enterprise iLembe” against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the “Contractor” of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:

The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.

The Health Act 63 of 1977.

- 3.1.3 Road Traffic Act 29 of 1989 (as amended).
- 3.1.4 Environment Conservation Act 73 of 1989.
- 3.1.5 The National Water Act 36 of 1998.
- 3.1.6 The Criminal Procedure Act 51 of 1977.
- 3.1.7 The Explosives Act 26 of 1956.
- 3.1.8 The Arms and Ammunition Act 75 of 1969.
- 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
- 3.1.10 The Labour Relations Act 66 of 1995.
- 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
- 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
- 3.1.13 Standards Act 29 of 1993.
- 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the “Principal Contract”.

Any other health and safety standard prescribed by the “Enterprise iLembe”.

- 3.2 The “Contractor” shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The “Contractor” shall indemnify the “Enterprise iLembe” in respect of any physical loss or damage to any plant, equipment or other property belonging to the “Contractor” or for which he is responsible and he hereby indemnifies the

“Enterprise iLembe” against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.

- 3.4 The “Contractor” shall and hereby indemnifies the “Enterprise iLembe” against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whatsoever arising out of or in the course of or caused by the execution of the “Principal Contract”.
- 3.5 The “Contractor” shall and hereby indemnifies the “Enterprise iLembe” against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the “Principal Contract” and due to any act or omission of the “Contractor”, his agents, servants or subcontractors.

#### **4. PERFORMANCE SAFE WORKING PRACTICE**

- 4.1 The “Enterprise iLembe” requires a high standard of safe work performance from all employees and expects that the standard be maintained by the “Contractor” within the “Council’s” jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the “Contractor” in rendering services or indemnify the “Contractor” from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The “Enterprise iLembe” shall assist the “Contractor” in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

#### **5. LOCK OUT PROCEDURE**

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the “off” or “closed” position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

#### **6. CRANES, VEHICLES AND HOISTING**

- 6.1 For each crane or hoisting equipment used, the “Contractor” must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the “Enterprise iLembe”.
- 6.2 Only trained personnel with written permission and where determined by Law, with a valid driver’s license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the “Contractor” may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
- i) An agreement was concluded with the “Enterprise iLembe”.
  - ii) Approval has been obtained from the “Enterprise iLembe” to perform the work.

- iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.

6.3 The “Contractor” shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the “Contractor”

**7. MACHINE VALANCES, PROTECTION AN FENDING**

7.1 No machine valances, protection or fencing may be removed from machines, manholes, etc without the written permission of “Enterprise iLembe” if applicable exemption procedures were not appropriated.

**8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT**

8.1 No equipment or appliance belonging to “Enterprise iLembe” may be used without written permission from “Enterprise iLembe”.

8.2 Unless prior arranged, “Contractors” must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the “Contractor” with respect to loss, damage and theft.

8.3 In exceptional cases, where tools and equipment belonging to “Enterprise iLembe” are used to finish the contract, the said equipment and tools are used on own risk and the “Contractor” indemnifies “Enterprise iLembe” from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The “Contractor” is responsible for the returning of said tools and equipment in the same condition or better. The “Contractor” is responsible to “Enterprise iLembe” for any damage or excessive wear of such tools or equipment and material.

**9. EXCAVATIONS**

9.1 Before any excavations commence, written permission must be obtained from “Enterprise iLembe” to confirm the location of existing electrical cables, water pipes, etc.

9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.

9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.

9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and “Enterprise iLembe” for approval.

9.5 Written permission must be obtained from “Enterprise iLembe” to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

**10. FIRST AID**

10.1 The “Contractor” must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:

SA Red Cross Association;

St Johns Ambulance;

SA First Aid League; or

A person or organization approved by the Chief inspector for this purpose.

- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency "Council's" Ambulance / Fire Department or emergency services may be contacted at (013) 262 5542.

**11. FLAMMABLE LIQUIDS**

The "Contractor" shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The "Contractor's" employees must be informed of "Council's" fire prevention measures and evacuation procedures.

**12. COMPENSATION BY CONTRACTOR**

- 12.1 The "Contractor" shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the "Contractor" or the "Contractor's" employees.

**13. TRANSGRESSION OF RULES AND MISBEHAVIOUR**

- 13.1 The "Contractor" is warned that any act(s) leading to damage or loss of employees of the "Contractor" or the "Enterprise iLembe" shall not be tolerated. The "Enterprise iLembe" may (without any reason) demand that any employee of the "Contractor" be withdrawn from the principal "Contract" or site.

**14. INCIDENT REPORTING**

- 14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the "Contractor", to the Department of Labour, as well as to the "Enterprise iLembe" and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday provided with a written report relating to any incident.
- 14.2 The "Enterprise iLembe" will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the "Contractor" and/or his employees and/or his subcontractors.
- 14.3 The "Contractor" undertakes to report to "Enterprise iLembe" anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

**15. LIAISON AND SUPERVISION**

- 15.1 The "Contractor" hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and "Enterprise iLembe" representative regarding any hazards or incidents that may be identified or encountered during the performance of the "Principal Contract".

**16. SERVICE INTERRUPTION**

- 16.1 Should any work done by the "Contractor" cause a possible interruption, written permission must be obtained from "Enterprise iLembe", before such work commences. The "Contractor" may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the "Enterprise iLembe".

**17. CONFIDENTIALITY**

- 17.1 The "Contractor" and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.
- 17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the "Enterprise iLembe".

17.3 The "Contractor" shall not put up any advertisements or billboard at the site without permission.

17.4 The "Contractor" shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the "Enterprise iLembe", or have photographs taken, published or let it be published.

**18. CONTRACT SITE AND PRESERVATION**

18.1 Employees of the "Contractor" shall not be allowed entrance to the site unless a valid identity document, issued by "Enterprise iLembe", is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

**19. COMPLETION OF WORK**

19.1 The "Contractor" or his employees shall not leave the contract site before the "Enterprise iLembe" is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

**20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS**

20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

**21. SEARCHES**

21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by "Enterprise iLembe" appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

**22. GENERAL CONDITIONS**

22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor-"

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "Enterprise iLembe" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

22.1.3 shall indemnify the "Enterprise iLembe" against any or all liability which may be incurred by the "Enterprise iLembe" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which "Enterprise iLembe" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "Enterprise iLembe" as a result of the

contravention or non-compliance by the “Contractor”, his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.

22.1.5 Should the “Contractor” neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the “Enterprise iLembe” shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay “Enterprise iLembe”, upon demand, all costs and expenses incurred by “Enterprise iLembe”, in order to execute or have the said orders executed.

22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the “Enterprise iLembe” will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

**23. “CONTRACTOR” IDENTIFICATION BOARD**

23.1 The “Contractor” shall provide on any work premises a temporary identification board containing at all worksites the following information:  
Company name on behalf of which division/department the work is being done  
“Contractor” The contact number and name of the person representing the  
The contact number and name of the person representing “Enterprise iLembe”

**24. ACKNOWLEDGEMENT**

24.1 The “Contractor” hereby acknowledges that he has read and received a copy of the “Principal Contract” and agrees to be bound by and undertakes to observe all the terms and conditions of the “Principal Contract”. This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

**25. EXCEPTIONS AND OMISSIONS**

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**26. REMARKS**

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**THE CONTRACTOR**

SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES:

.....  
THE CONTRACTOR

1. ....
2. ....

**ENTERPRISE ILEMBE**

SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES:

.....  
THE COUNCIL

1. ....
2. ....

**a) INDEMNITY CERTIFICATE**

Contractor: \_\_\_\_\_

Employer: Enterprise iLembe

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

I/we \_\_\_\_\_ Hereafter the  
"Contractor"

"Contractor" hereby indemnifies Enterprise iLembe against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "Enterprise iLembe", as well as of any loss or damage which the "Enterprise iLembe" suffers or expenditure the "Enterprise iLembe" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Enterprise iLembe" suffers.

THUS done and signed at ..... on this

..... day of.....  
20.....

**WITNESSES:**

1. ....  
**CONTRACTOR**

2. ....  
**CONTRACTOR**

1. ....  
**ENTERPRISE ILEMBE**

2. ....  
**ENTERPRISE ILEMBE**

**b) ACKNOWLEDGEMENT CERTIFICATE**

I, in my capacity as.....

Duly authorized hereto..... representing

..... Contractors, acknowledge receipt

Of a copy of Enterprise iLembe safety manual for contractors and the under mentioned person as my supervisor regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ..... ON ..... 20.....

I, ..... accept the abovementioned appointment, and declare that I am familiar with the contents of Mandeni Municipality 's Safety Manual for contractors.

**CASUALTIES REGISTRATION NUMBER**

---

---

---

SIGNED AT ..... ON .....  
20.....

SIGNATURE:.....  
..

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

A copy of this certificate shall be submitted to the "Enterprise iLembe" before any work commences.



**enterprise ilembe**  
ECONOMIC DEVELOPMENT AGENCY

## **PART C2**

### **PRICING DATA**

## **C2.1 PRICING INSTRUCTIONS**

### **ENTERPRISE ILEMBE**

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, General.

2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

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

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)

6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.

12. Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

13. The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

14. The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

15. Where Provisional Sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

16. The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

17. Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of

Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

18. Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

19. All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

20. The Tenderer shall fill in rates for all items where the words "Rate Only" appear in the "Total" column. "Rate Only" items have been included where:

- an alternative item or material is contemplated;
- variations of specified components in the make-up of a pay item may be expected; and
- no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

21. For "Rate Only" items no quantities are given in the "Quantity" column, but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

22. All rates and amounts quoted in the Bill of Quantities shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

23. The Preliminary and General section (Section 1) is provided to cover the Contractor's expenses incurred in complying with the requirements of the tender documents and consists of the following parts:

Part A : Preliminaries & General Specifications

(a) Part A1 : Fixed Charge Items

Each item should be priced separately and, subject to the Quantity Surveyor certifying in terms of Clause 6.7 of the Conditions of Contract that the work has been done, payment will be made as follows :

- the total amount due when the certified value fixed charge items in this section is less than 5% of the net contract price;
- when the certified value of fixed charge items in this section is greater than 5% of the net contract price, payment will be limited to 5% of the net contract price. The remainder will be paid when the value of the work done under the contract, excluding the value of fixed charge items in this section, is greater than 50% of the net contract price, excluding the value of fixed charge items in this section.

(b) Part A.2 : Time Related Items

Any Time Related items not priced shall be deemed to be covered by the prices of other items in the section.

Payment of Time Related items in this section will be made throughout the contract period, the amount per month being the value of the item divided by the completion in months or, if specified in weeks, the equivalent number of months, in terms of Clause 5.5.1 of the Conditions of Contract. The final monthly increment will only be paid upon the issue of a completion certificate.

## **C2.2 PROVISIONAL BILLS OF QUANTITIES**

The priced Bill of Quantities (BOQ's), following hereafter will form an integral part of the "Contract" between the successful appointed Contractor and the Employer.

### **C2.2A: Building Works (see separate document)**

The priced Provisional Bill of Quantities (BOQ's), following hereafter will form an integral part of the "Contract" between the successful appointed Contractor and the Employer.

### **C2.2B: Electrical Installation (see separate document)**

This document has been separated for pricing purposes only. The final figure excluding vat must be carried forward to the final summary of Part C2.2A

## C2.3 Amendments, Qualifications and Alternatives by Tenderer

Unless otherwise stated in the tender data, amendments, qualifications and alternatives shall be recorded here

Page	Clause or item	Proposal

Signed

.....

Date

\_\_\_\_\_

## **C2.2 BILL OF QUANTITIES**

## **PRELIMINARY AND GENERAL**

		Unit	No	Rate	Amount
<b>A</b>	<b><u>PRELIMINARY AND GENERAL</u></b>				
	<b><u>NOTES</u></b>				
	<b><u>BUILDING AGREEMENT AND PRELIMINARIES</u></b>				
I)	The agreement is to be the General Conditions of Contract for Works of Civil Engineering Construction (2015) (Third Edition), published by the S. A. Institution Of Civil Engineering.				
II)	The Preliminaries are to be the Construction and management requirements for works contracts - Part 1: General engineering and construction works ( <b>SANS 1921-1:2004 (Edition 1)</b> ) prepared by Standards South Africa and shall be deemed to be incorporated herein.				
III)	Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.				
VI)	Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.				
V)	Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").				
VI)	Adjustment of the preliminaries: each item priced, is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.				
VII)	Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer, for which variation and extension of time has been granted.				
	<b>Carried to Collection</b>				

		Unit	No	Rate	Amount
	<b>SECTION A: GENERAL CONDITIONS OF CONTRACT</b>				
A1	Definitions, interpretations and general provisions (clause 1) F:..... V:..... T:.....	Item	1,00		
A2	Basis of contract (clause 2) F:..... V:..... T:.....	Item	1,00		
A3	Employer's agent (clause 3) F:..... V:..... T:.....	Item	1,00		
A4	Contract obligation (clause 4) F:..... V:..... T:.....	Item	1,00		
A5	Time and Related Matters (clause 5) – As referred to in the Contract Data under Special Condition of Contract. The Contract Period shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods. F:..... V:..... T:.....	Item	1,00		
A6	Payment and related matters (clause 6) F:..... V:..... T:.....	Item	1,00		
A7	Quality and related matters (clause 7) F:..... V:..... T:.....	Item	1,00		
A8	Risks and related matters (clause 8) F:..... V:..... T:.....	Item	1,00		
A9	Termination of contract (clause 9) F:..... V:..... T:.....	Item	1,00		
A10	Claims and disputes (clause 10)				

		Unit	No	Rate	Amount
	F:..... V:..... T:.....	Item	1,00		
	<b>Carried to Collection</b>				
	<b>SECTION B:</b> <b>SANS 1921-1:2004 (Edition 1): CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS: PART 1</b>  Refer to the SCOPE OF WORK for detail requirements:				
B1	Scope				
	F:..... V:..... T:.....	Item	1,00		
B2	Normative references				
	F:..... V:..... T:.....	Item	1,00		
B3	Definitions				
	F:..... V:..... T:.....	Item	1,00		
B4	Requirements for construction and management				
	F:..... V:..... T:.....	Item	1,00		
B4.1	General				
	F:..... V:..... T:.....	Item	1,00		
B4.2	Responsibilities for design and construction				
	F:..... V:..... T:.....	Item	1,00		
B4.3	Planning, programme and method statements				
	F:..... V:..... T:.....	Item	1,00		
B4.4	Quality assurance				
	F:..... V:..... T:.....	Item	1,00		
B4.5	Setting out				
	F:..... V:..... T:.....	Item	1,00		

		Unit	No	Rate	Amount
B4.6	Management and disposal of water F:..... V:..... T:.....	Item	1,00		
<b>Carried to Collection</b>					
B4.7	Blasting F:..... V:..... T:.....	Item	1,00		
B4.8	Works adjacent to services and structures F:..... V:..... T:.....	Item	1,00		
B4.9	Management of the Works and site F:..... V:..... T:.....	Item	1,00		
B4.10	Earthworks F:..... V:..... T:.....	Item	1,00		
B4.11	Testing F:..... V:..... T:.....	Item	1,00		
B4.12	Materials, samples and fabrication drawings F:..... V:..... T:.....	Item	1,00		
B4.13	Equipment F:..... V:..... T:.....	Item	1,00		
B4.14	Site establishment F:..... V:..... T:.....	Item	1,00		
B4.15	Survey control F:..... V:..... T:.....	Item	1,00		
B4.16	Temporary works F:..... V:..... T:.....	Item	1,00		
B4.17	Existing services				

		Unit	No	Rate	Amount
B4.18	Health and safety F:..... V:..... T:.....	Item	1,00		
	F:..... V:..... T:.....	Item	1,00		
<b>Carried to Collection</b>					
B4.19	Environmental requirements F:..... V:..... T:.....	Item	1,00		
B4.20	Alterations, additions, extensions and modifications to existing works F:..... V:..... T:.....	Item	1,00		
B4.21	Inspection of adjoining structures, services, buildings and property F:..... V:..... T:.....	Item	1,00		
B4.22	Attendance on nominated and selected subcontractors F:..... V:..... T:.....	Item	1,00		
<b>SECTION C:</b> SCOPE OF WORK in accordance with SANS 10403 '(The reference to Clauses refer to Table B.1 of SANS 1921-1:2004)					
C1	Certification by recognised bodies - CLAUSE 4.4 F:..... V:..... T:.....	Item	1,00		
C2	Agreement certificates - CLAUSE 4.5 F:..... V:..... T:.....	Item	1,00		
C3	Other services and facilities - CLAUSE 4.8 F:..... V:..... T:.....	Item	1,00		
C4	Recording of weather - CLAUSE 5.2				

		Unit	No	Rate	Amount
	F:..... V:..... T:.....	Item	1,00		
C5	Management meetings - CLAUSE 5.3				
	F:..... V:..... T:.....	Item	1,00		
	<b>Carried to Collection</b>				
C6	Daily records CLAUSE 5.6				
	F:..... V:..... T:.....	Item	1,00		
C7	Bond and guarantees - CLAUSE 5.7				
	F:..... V:..... T:.....	Item	1,00		
C8	Permits - CLAUSE 5.9				
	F:..... V:..... T:.....	Item	1,00		
C9	Proof of compliance with the law - CLAUSE 5.10				
	F:..... V:..... T:.....	Item	1,00		
	<b>SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921- 1:2004 (Table A.1)</b>				
D1	Requirements for drawings, information and calculations for which the contractor is responsible CLAUSE 4.1.7				
	F:..... V:..... T:.....	Item	1,00		
D2	The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1				
	F:..... V:..... T:.....	Item	1,00		
D3	The planning, programme and method statements - CLAUSE 4.3				
	F:..... V:..... T:.....	Item	1,00		
D4	Samples of materials, workmanship and finishes - CLAUSE 4.12.1				

		Unit	No	Rate	Amount
D5	F:..... V:..... T:..... Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2	Item	1,00		
	F:..... V:..... T:.....	Item	1,00		
<b>Carried to Collection</b>					
D6	Office for the foreman CLAUSE 4.14.3				
	F:..... V:..... T:.....	Item	1,00		
D7	Telephone - CLAUSE 4.14.3				
	F:..... V:..... T:.....	Item	1,00		
D8	Office for inspector of works - CLAUSE 4.14.3				
	F:..... V:..... T:.....	Item	1,00		
D9	Telephone in office for inspector of works - CLAUSE 4.14.3				
	F:..... V:..... T:.....	Item	1,00		
D10	Sheds - CLAUSE 4.14.3				
	F:..... V:..... T:.....	Item	1,00		
D11	Provision and erection of signboards - CLAUSE 4.14.6				
	F:..... V:..... T:.....	Item	1,00		
D12	Termination, diversion or maintenance of existing services - CLAUSE 4.17.1				
	F:..... V:..... T:.....	Item	1,00		
D13	Services which are known to exist - CLAUSE 4.17.3				
	F:..... V:..... T:.....	Item	1,00		
D14	Detection apparatus - CLAUSE 4.17.4				
	F:..... V:..... T:.....	Item	1,00		

		Unit	No	Rate	Amount
D15	Additional health and safety requirements - CLAUSE 4.18  F:..... V:..... T:.....	Item	1,00		
<b>Carried to Collection</b>					
<b><u>SECTION E - SPECIFIC PRELIMINARIES</u></b>					
E1	<b>SITE INSTRUCTIONS</b>  Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor  F:..... V:..... T:.....	Item	1,00		
E2	<b>WARRANTIES FOR MATERIAL AND WORKMANSHIP</b>  Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so  The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor  F:..... V:..... T:.....	Item	1,00		
E3	<b>CO-OPERATION OF CONTRACTOR FOR COST MANAGEMENT</b>				

		Unit	No	Rate	Amount
	<p>It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The principal agent undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the contractor shall attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures, as necessary, to all subcontractors.</p> <p>F:..... V:..... T:.....</p>	Item	1,00		
	<b>Carried to Collection</b>				
E4	<p><b>TESTING OF WINDOWS FOR WATER TIGHTNESS</b></p> <p>Each window shall be tested for water tightness with water sprayed on using adequate pressure. If in the opinion of the principal agent, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means.</p> <p>F:..... V:..... T:.....</p>	Item	1,00		
E5	<p><b>OVERTIME</b></p> <p>Should overtime be required to be worked for any reason whatsoever, the cost of such overtime are to be borne by the contractor unless the principal agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer.</p> <p>F:..... V:..... T:.....</p>	Item	1,00		
E6	<p><b>LABOUR RECORD</b></p> <p>At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesman and labourers employed by him and all subcontractors on the works each day.</p> <p>F:..... V:..... T:.....</p>	Item	1,00		

		Unit	No	Rate	Amount
<b>E7</b>	<p><b>PLANT RECORD</b></p> <p>At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number ,type and capacity of all the plant, excluding hand tools, currently used on the works.</p> <p>F:..... V:..... T:.....</p>	Item	1,00		
	<b>Carried to Collection</b>				
<b>E8</b>	<p><b>SPECIAL WORKS / DIRECT CONTRACTS</b></p> <p>The Employer shall have the right to employ other contractors (hereafter referred to as "direct contractors") to execute any special or other work whether contained in this contract or not, concurrently with the work being executed under this contract.</p> <p>The contractor shall not be entitled to any percentage, profit or discount on value of any work executed by direct contractors but shall nevertheless allow these direct contractors and the Employers employees to have access to the works, allocate reasonable space for storage of their materials, tools and equipment, and co-ordinate the work of such direct contractors as necessary, all to the satisfaction of the principal agent. The contractor shall allow the direct contractors to use free of charge the ablutions, scaffolding, hoisting water and power supply, etc. on site and not hinder or prevent the execution of their work. It is envisaged that direct contractors will execute the following works: Curtains, blinds, loose furniture fittings, IT installations, etc.</p> <p>F:..... V:..... T:.....</p>	Item	1,00		
<b>E9</b>	<p><b>GUARANTEES AND MAINTENANCE MANUALS</b></p> <p>The contractor shall obtain and hand over to the principal agent on practical completion, all relevant guarantees, any operating and maintenance instruction manuals, data or instructions required by the principal agent or provided by manufacturers, suppliers or sub-contractors.</p>				

		Unit	No	Rate	Amount
	<p>The contractor shall ensure that all warranties and guarantees received are fully ceded to the Employer on final completion, failing which the release of the Construction Guarantee or Retention amount will be withheld until this is satisfactorily compiled with.</p> <p>Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The warranty shall state that the workmanship, materials and installation are warranted for a specified period shall from date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in construction of the building in which case the responsibility of replacement shall rest entirely with the contractor.</p> <p>F:..... V:..... T:.....</p>	Item	1,00		
<b>Carried to Collection</b>					
<b>E10</b>	<p><b>MEDIA RELEASES</b></p> <p>All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project shall vest in the principal agent. The contractor, together with his subcontractor (whether nominated, selected or domestic) shall not, without the written consent of the principal agent, cause any statement or advertisement to be printed, screened or aired by the media.</p> <p>F:..... V:..... T:.....</p>	Item	1,00		
<b>E11</b>	<p><b>COSTS OF TENDER / QUOTATIONS / CLAIMS ETC.</b></p> <p>Any costs incurred for the preparation of tenders or quotations, claims, etc. to the satisfaction of principal agent shall be borne by the contractor.</p> <p>F:..... V:..... T:.....</p>	Item	1,00		
<b>E12</b>	<p><b>CO-OPERATION OF CONTRACTOR FOR COST MANAGEMENT</b></p> <p>It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The principal agent</p>				

		Unit	No	Rate	Amount
	<p>undertakes to make available to the contractor all budgetary allowances and costs assessments/reports to enable the proper procedure to be implemented and the contractor shall attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures, as necessary, to all subcontractors.</p> <p>F:..... V:..... T:.....</p>	Item	1,00		
<b>E13</b>	<p><b>TENDER SUM TO BE FULLY INCLUSIVE</b></p> <p><b>(The tenderer is to take note that this contract is a fixed price contract and no provision for escalation is allowed).</b></p> <p>The Tender Sum is deemed to be the fully inclusive price for the finished work described and is deemed to include inter alia for:</p> <ul style="list-style-type: none"> <li>- The supply of all materials</li> </ul>				
	<b>Carried to Collection</b>				
	<ul style="list-style-type: none"> <li>- Labour of every description including additional costs incurred in working overtime, weekends, public holidays, etc. to meet the stipulated programme dates.</li> <li>- all making, transport, conveying, cartage, carriage and delivery, etc.</li> <li>- Taking delivery, unloading, storing, unpacking, hoisting or lowering, settings, fixing and building into positions, cutting and waste, templates, patterns and models.</li> <li>- Provision and maintenance of all plant, equipment, machines, trucks and other vehicles, tackle, tools, staging, sheds, stores and temporary works necessary for the due and proper performance of the contract works, establishment charges and all fuel, operating costs and depreciation to plant, equipment, etc.</li> <li>- all applicable import taxes and duties</li> <li>- Overheads and profits</li> <li>-all obligations arising out of The Bills of Quantities and all costs and charges deemed necessary for complying with the terms and conditions of contract herein.</li> <li>All charges required by the contractor in connection with Preliminaries, site establishment and the like.</li> </ul> <p>F:..... V:..... T:.....</p>	Item	1,00		

		Unit	No	Rate	Amount
E14	<p><b>REMOVAL AND MAKING GOOD OF TEMPORARY WORKS, ETC ON COMPLETION</b></p> <p>The contractor shall remove all temporary works, roads, services and the like used for this contract and shall make good to the entire satisfaction of the principal agent any damage resulting there from.</p> <p>F:..... V:..... T:.....</p>	Item	1,00		
E15	<p><b>LOCATION OF TEMPORARY BUILDING AND TEMPORARY SERVICES</b></p> <p>The Contractor shall provide all necessary temporary works, including temporary roads, tracks, crossings, Hardstanding and services, etc. required for his own and subcontractor use during the construction and maintenance period.</p>				
<b>Carried to Collection</b>					
E16	<p>There is no guarantee given that or implied site conditions will be such that the contractor will be able to erect such temporary works, offices, stores and temporary accommodation within the site boundaries and it shall be the contractors responsibility to adopt whatever measures he deems necessary in this regard and obtain all necessary permission and pay all costs in connection therewith.</p> <p>F:..... V:..... T:.....</p> <p><b>MODEL PRELIMINARIES FOR TRADES AND STANDARD SYSTEMS OF MEASUREMENTS</b></p> <p>Tenderers are referred to the Model Preambles for Trades (2008 Edition) at published by the Association of South African Quantity Surveyors for the full descriptions and specifications of items included in these bills of quantities. Descriptions in the bills of quantities generally appear brief form and the Model Preambles and supplementary preambles shall be deemed to apply fully to and augment the descriptions of the relevant items. Tenderers must study the Model Preamble before pricing these bills of quantities and all prices shall be deemed to include for the provisions of the Model Preambles for Trades.</p> <p>F:..... V:..... T:.....</p>	Item	1,00		
E17	<p><b>STANDARD WORKMANSHIP AND MATERIALS</b></p>				

		Unit	No	Rate	Amount
<b>E18</b>	<p>In the absence of detailed specifications for any item or items, the National Building Regulations, the latest applicable South African Bureau of Standards Specification, or where such does not exist, then the latest applicable British Standard Specification shall apply.</p> <p>F:..... V:..... T:.....</p> <p><b>COMMODITIES TO BE NEW</b></p> <p>All commodities, goods, articles or materials to be used in the Works are to be new except where re-use of existing is specified and are to be handed, stored used and/or fixed with care to ensure that they are in perfect condition when incorporated in the works and thereafter properly protected so as to ensure that they are likewise in perfect condition when handed over at completion of the works.</p> <p>F:..... V:..... T:.....</p>	Item	1,00		
		Item	1,00		
<b>Carried to Collection</b>					
<b>E19</b>	<p><b>MODE OF PROCEDURES</b></p> <p>Notwithstanding anything to the contrary herein, the principal agent at all times reserves the right to direct the order in which the various parts of the contract are to be executed. The contractor shall give priority to any individual section or portion of the works that, in the opinion of the principal agent, requires to be expedited.</p> <p>Should it appear, in the principal agent's opinion, that work in any area is not being executed in accordance with the requirements of the contract programme, the contractor shall provide additional manpower and resources and shall work additional overtime and do everything else required to bring the work back to programme to the satisfaction of the principal agent and to the contractors cost.</p> <p>F:..... V:..... T:.....</p>				
<b>E20</b>	<p><b>UNAUTHORISED PERSONS/WORKMEN ON PREMISES</b></p> <p>The contractor shall at all times strictly exclude all unauthorised persons from the Works and the site and shall set up notice boards to that effect.</p> <p>No workmen or labourers (except security guards) are allowed under any circumstances to sleep or deposit any kit on the premises. The contractor must provide any necessary independent shelter or shed required for any labour or watchmen on site to the approval of the principal agent.</p>	Item	1,00		

		Unit	No	Rate	Amount
<b>E21</b>	F:..... V:..... T:..... <b>METHOD STATEMENT</b>  The tenderer shall produce, where required to do so by the principal agent, a Method Statement outlining the methods of construction and labour and plant resources that he proposes to use in the execution of the works. Any approval given or observation made by the principal agent shall not relieve the contractor of his sole responsibility to adopt the methods of construction and to provide the labour and plant resources necessary for the due proper and timeous execution of the works	Item	1,00		
	F:..... V:..... T:.....	Item	1,00		
<b>Carried to Collection</b>					
<b>E22</b>	<b>ENCROACHMENT</b>  During the course of the Building operations, the contractor shall be held entirely responsible for any encroachment onto any adjoining properties, buildings, etc. or servitudes and the cost of any remedial measures as required by the principal agent shall be borne by the contractor.				
<b>E23</b>	F:..... V:..... T:..... <b>NON-CESSION OF MONIES</b>  The contractor shall not cede nor assign his rights or claims to any monies or to becomes due under this contract.	Item	1,00		
	F:..... V:..... T:..... <b>HEALTH AND SAFETY</b>	Item	1,00		

		Unit	No	Rate	Amount
E24	<p>Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works . The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]</p> <p>Occupational Health and Safety Specification</p> <p>F:..... V:..... T:.....</p>	Item	1,00		
E25	<p>The contractor shall comply with all the requirements set out in the Construction Regulations 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).</p> <p>It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document.</p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary,</p>				
<b>Carried to Collection</b>					
E26	<p>reserves the right to delay issuing any progress payment certificate until .The contractor shall not be entitled to any compensation of whatsoever nature, including extension of time or interest, due to such delay of payment.</p> <p>Provisions for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p> <p>Allow for the compulsory equipment and clothing, ie hats, safety shoes, safety clothing, safety glasses, safety masks, harnesses, etc</p> <p>F:..... V:..... T:.....</p> <p>Allow for all compulsory health and safety posters, boards, etc</p>	Item	1		

		Unit	No	Rate	Amount
<b>E27</b>	F:..... V:..... T:..... Allow for all compulsory health and safety workshops, meetings, lectures, demonstrations, etc	Item	1		
<b>E28</b>	F:..... V:..... T:..... Allow for all compulsory health and safety pamphlets, cards, paperwork, etc to each worker, consultant, public individual, etc coming onto the site	Item	1		
<b>E29</b>	F:..... V:..... T:..... Allow for compulsory health and safety files that must be completed daily and must be handed to the employer on completion of the contract	Item	1		
<b>E30</b>	F:..... V:..... T:..... Scope of Application as per Act No 85 of 1993	Item	1		
<b>E31</b>	F:..... V:..... T:..... Notification of Construction Work as per Act No 85 of 1993	Item	1		
	<b>Carried to Collection</b>				
<b>E32</b>	F:..... V:..... T:..... Employer's responsibilities as per Act No 85 of 1993	Item	1		
<b>E33</b>	F:..... V:..... T:..... Principal Contractor's responsibility as per Act No 85 of 1993	Item	1		
<b>E34</b>	F:..... V:..... T:..... Supervision of construction work as per Act No 85 of 1993	Item	1		
<b>E35</b>	F:..... V:..... T:..... Risk assessment as per Act No 85 of 1993	Item	1		

		Unit	No	Rate	Amount
<b>E36</b>	Fall protection as per Act No 85 of 1993 F:..... V:..... T:.....	Item	1		
<b>E37</b>	Structures Formwork and Support as per Act No 85 of 1993 F:..... V:..... T:.....	Item	1		
<b>E38</b>	Excavation as per Act No 85 of 1993 F:..... V:..... T:.....	Item	1		
<b>E39</b>	Demolition work as per Act No 85 of 1993 F:..... V:..... T:.....	Item	1		
<b>E40</b>	Tunnelling as per Act No 85 of 1993 F:..... V:..... T:.....	Item	1		
<b>E41</b>	Scaffolding as per Act No 85 of 1993 F:..... V:..... T:.....	Item	1		
	<b>Carried to Collection</b>				
<b>E42</b>	Suspended platforms as per Act No 85 of 1993 F:..... V:..... T:.....	Item	1		
<b>E43</b>	Botswains chairs as per Act No 85 of 1993 F:..... V:..... T:.....	Item	1		
<b>E44</b>	Materials hoists as per Act No 85 of 1993 F:..... V:..... T:.....	Item	1		
<b>E45</b>	Batch plant as per Act No 85 of 1993 F:..... V:..... T:.....	Item	1		
<b>E46</b>	Explosive powered tools as per Act No 85 of 1993				

		Unit	No	Rate	Amount
	F:..... V:..... T:.....	Item	1		
<b>E47</b>	Cranes as per Act No 85 of 1993				
	F:..... V:..... T:.....	Item	1		
<b>E48</b>	Construction vehicles and mobile plant as per Act No 85 of 1993				
	F:..... V:..... T:.....	Item	1		
<b>E49</b>	Electrical installations and machinery on construction sites as per Act No 85 of 1993				
	F:..... V:..... T:.....	Item	1		
<b>E50</b>	Use and temporary storage of flammable liquids on construction sites as per Act No 85 of 1993				
	F:..... V:..... T:.....	Item	1		
<b>E51</b>	Water environments as per Act No 85 of 1993				
	F:..... V:..... T:.....	Item	1		
	<b>Carried to Collection</b>				
<b>E52</b>	Housekeeping on construction sites as per Act No 85 of 1993				
	F:..... V:..... T:.....	Item	1		
<b>E53</b>	Stacking and storage on construction sites as per Act No 85 of 1993				
	F:..... V:..... T:.....	Item	1		
<b>E54</b>	Fire precautions as per Act No 85 of 1993				
	F:..... V:..... T:.....	Item	1		
<b>E55</b>	Construction welfare as per Act No 85 of 1993				
	F:..... V:..... T:.....	Item	1		

		Unit	No	Rate	Amount
<b>E56</b>	Approved inspection Authorities as per Act No 85 of 1993 F:..... V:..... T:.....	Item	1		
<b>E57</b>	Offences and penalties as per Act No 85 of 1993 F:..... V:..... T:.....	Item	1		
<b>E58</b>	Repeal of regulations as per Act No 85 of 1993 F:..... V:..... T:.....	Item	1		
<b>E59</b>	Short title as per Act No 85 of 1993 F:..... V:..... T:.....	Item	1		
<b>E60</b>	SANS 1921-6: HIV/AIDS Awareness read in conjunction with the Associated Specification Data F:..... V:..... T:.....	Item	1		
<b>E61</b>	General requirements (Clause 4.1) F:..... V:..... T:.....	Item	1		
<b>Carried to Collection</b>					
<b>E62</b>	HIV/AIDS awareness programme (Clause 4.2) F:..... V:..... T:.....	Item	1		
<b>E63</b>	Reporting (Clause 4.3) F:..... V:..... T:.....	Item	1		
<b>E64</b>	<b>SMME's</b> The Contractor shall sub-contract 30% of the work to Domestic Sub-contractors as listed in the Schedule of the Sub-contractors in the Returnable Schedules.  The Principal Agent and the Contractor shall at all times make sure that the work complies with the relevant specifications, standards and norms as contained in this tender.				

		Unit	No	Rate	Amount
	<p>The Principal Agent and the Contractor shall provide for the necessary skills transfer and assistance to complete the sub-contracted section of the works.</p> <p>The Principal Agent and the Contractor shall provide the necessary documentation to the Domestic Sub-Contractor for upgrading of the rating by CIDB.</p> <p>BEE Sub-Contractors must be 100% black owned and have offices in KwaZulu Natal Province</p> <p>C11.1 Local and targeted labour</p> <p>F:..... V:..... T:.....</p>	Item	1		
<b>E65</b>	<p>Allow for regular submission of proof of employment of local skilled and unskilled labour to Employer's representative</p> <p>F:..... V:..... T:.....</p>	Item	1		
<b>E66</b>	<p>Training allowance paid to targeted labour in respect of formal training.</p> <p>F:..... V:..... T:.....</p>	Item	1		
<b>E67</b>	<p>Extra over for the administration of payment of training allowances to targeted labour</p> <p>F:..... V:..... T:.....</p>	Item	1		
<b>Carried to Collection</b>					
<b>E68</b>	<p>Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site</p> <p>F:..... V:..... T:.....</p>	Item	1		
<b>COMMUNITY LIAISON OFFICER</b>					
<b>E69</b>	<p>Allow for a Community Liaison Officer (CLO) to be appointed</p> <p>F:..... V:..... T:.....</p>	Item	1		
<b>E70</b>	<p>Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the site office.</p>				

		Unit	No	Rate	Amount
E71	F:..... V:..... T:..... Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of Package A.	Item	1		
E72	F:..... V:..... T:..... Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of Package B.	Item	1		
E73	F:..... V:..... T:..... <b>COMMUNITY LIAISON OFFICER (CLO)</b> The contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract. A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community. Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:	Item	1		
<b>Carried to Collection</b>					
	1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by the contractor. 2. Assisting in sourcing labour only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor 3. Assisting the contractor by identifying areas of potential conflict and ot threats to the project or to stakeholders in the project and recommend appropriate action to the contractor. 4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise. 5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.				

		Unit	No	Rate	Amount
	<p>6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained.</p> <p>7. Identifying and reporting to the contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications</p> <p>8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the contractor regarding the grievances and solution thereto.</p> <p>9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.</p> <p>10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.</p> <p>Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Principal Agent.</p> <p>F:..... V:..... T:.....</p>	Item	1,00		
	<b>Carried to Collection</b>				
<b>E74</b>	<p><b>INTERNSHIP STUDENT</b></p> <p>The contractor shall allow for and pay any and all costs necessary for the engagement of the internship student for the full duration of this contract.</p> <p>A internship student will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative. The intern student must be from the local area and must have a proof of registration in any approved institution in either of the followed profession : Civil Engineering, Building and Electrical Engineering.</p> <p>F:..... V:..... T:.....</p>	Item	1,00		
<b>E75</b>	<p><b>EXPANDED PUBLIC WORKS PROGRAMME (EPWP)</b></p> <p>Tenderers are advised that this contract will be subject to</p>				

	Unit	No	Rate	Amount
<p>the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment. Tenderers must allow for any costs for the following employment requirements of the EPWP</p> <ol style="list-style-type: none"> <li>1. 60% of unskilled Labour to be women</li> <li>2. 20% of unskilled Labour to be youths aged between 18 and 35 years</li> <li>3. 2% of unskilled Labour to be disabled persons.</li> </ol> <p>Carried forward to collection</p> <ol style="list-style-type: none"> <li>4. 100% unskilled Labour utilized must reside within the boundaries of the Municipality where this contract is executed, with preference to the local community closest to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract.</li> </ol> <p><b>TENDERERS TO NOTE:</b></p> <p>Those parts of the contract to be constructed using Labour-intensive methods have been marked in the bills of quantities/lump sum document with the letters LI (indicating "Labour Intensive") against every item so designated. The works, or parts of the works so designated are to be constructed using Labour-intensive methods only.</p> <p>F:..... V:.....                      T:.....</p> <p><b>CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)</b></p> <p>This is a fix contract no CPAP will apply</p> <p>Unless otherwise stated all items in this bill will be work Group.</p>				
<b>Carried to Collection</b>				
<b><u>SUMMARY OF CATEGORIES</u></b>				
Category: Fixed	Item	1,00		
Category: Value	Item	1,00		
Category: Time	Item	1,00		
<b>Carried to Collection</b>				

	Collection	Page			Amount
		114			
		115			
		116			
		117			
		118			
		119			
		120			
		121			
		122			
		123			
		124			
		125			
		126			
		127			
		128			
		129			
		130			
		131			
		132			
		133			
		134			
		135			
		136			
		137			
	<b>Carried to Main Summary: Preliminary and General</b>				

## **C2.2.2 BILL OF QUANTITIES**

	Description	Unit	Quantity	Rate	Amount
2	<b><u>Bill NO.2</u></b>				
2.1	<b><u>EARTHWORKS</u></b>				
	<b><u>EXCAVATIONS, ETC</u></b>				
	<b><u>Excavation in earth not exceeding 2m deep</u></b>				
2.1.1	Trenches	m <sup>3</sup>	2.00		
	<b><u>Excavation in earth not exceeding 2m deep below reduced level</u></b>				
2.1.2	For reduced levels under floors	m <sup>3</sup>	199.00		
	<b><u>Extra over trench and hole excavations in earth for excavation in</u></b>				
2.1.3	Soft rock	m <sup>3</sup>	61.00		
2.1.4	Hard rock	m <sup>3</sup>	30.00		
	<b><u>Extra over all excavations for carting away (no allowance made for increase in bulk)</u></b>				
2.1.5	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m <sup>3</sup>	134.00		
	<b><u>Keeping excavations free of water</u></b>				
2.1.6	- Keeping excavations free of all water other than subterranean water	Item	1.00		
	<b><u>Risk of collapse of excavations</u></b>				
2.1.7	- Sides of trench and hole excavations exceeding 1,5m deep	m <sup>2</sup>	10.00		
	<b><u>FILLING ETC</u></b>				
	- <b><u>Earth filling supplied by the contractor, compacted to 98% Mod AASHTO density</u></b>				
2.1.8	- Backfilling to trenches, holes, etc	m <sup>3</sup>	67.00		
	<b>Carried to Collection</b>				

	Description	Unit	Quantity	Rate	Amount
	<b><u>Filling with approved G5 material in accordance with SANS 1200 ME supplied by the Contractor and compacted to 98% Mod. AASHTO density.</u></b>				
2.1.9	- Under floors, pavings, etc. in 150mm layers.	m <sup>3</sup>	134.00		
	<b><u>Compaction of surfaces</u></b>				
2.1.10	- Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density	m <sup>2</sup>	446.00		
	<b><u>TESTS</u></b>				
	<b><u>Prescribed density tests on filling</u></b>				
2.1.11	Modified AASHTO Density test	No	21.00		
	<b><u>SOIL POISONING</u></b>				
	<b><u>Approved brand of anti-termite soil poison applied by a Registered Pest Control company and guaranteed against termite infestation for ten years:</u></b>				
2.1.12	- Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m <sup>2</sup>	446.00		
2.1.13	To bottoms and sides of trenches etc	m <sup>2</sup>	13.00		
	<b>Carried to Collection</b>				

	Collection	Page			Amount
		140			
		141			
	<b>Carried to Summary: Earthworks</b>				

	Description	Unit	Quantity	Rate	Amount
3	<b><u>BILL NO.3</u></b>				
3.1	<b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>				
	<b><u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>				
	<b><u>25MPa/19mm concrete</u></b>				
3.1.1	- Strip footing	m <sup>3</sup>	1.00		
	<b><u>30MPa/19mm concrete</u></b>				
3.1.2	- Surface Beds	m <sup>3</sup>	58.00		
3.1.3	Making and testing 150 x 150 x 150mm concrete strength test cube at 7, 14 and 21 days. Set of 6 number	Sets	21.00		
	<b><u>CONCRETE SUNDRIES</u></b>				
	<b><u>Finishing top surfaces of concrete smooth with a powerfloat</u></b>				
3.1.4	Surface beds, slabs, etc	m <sup>2</sup>	446.00		
	<b><u>MOVEMENT JOINTS ETC</u></b>				
	<b><u>Isolation joints with bitumen impregnated softboard between vertical concrete and surface bed</u></b>				
3.1.5	20mm Joints not exceeding 300mm high Saw cut joints	m	24.00		
	<b><u>REINFORCEMENT</u></b>				
	<b><u>Fabric reinforcement</u></b>				
3.1.6	Type 245 fabric reinforcement in concrete surface beds, slabs, etc	m <sup>2</sup>	881.00		
	<b><u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>				
	<b><u>10MPa/19mm concrete</u></b>				
3.1.7	Blinding	m <sup>3</sup>	1.00		
3.1.8	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	508.00		

	<b>Carried to Summary: CFR</b>				
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	Description	Unit	Quantity	Rate	Amount
4	<b><u>BILL NO.4</u></b>				
4.1	<b><u>MASONRY</u></b>				
	<b><u>FOUNDATIONS</u></b>				
	<b><u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class II mortar</u></b>				
4.1.1	One brick wall	m <sup>2</sup>	5.00		
	<b><u>SUPERSTRUCTURE</u></b>				
	<b><u>Brickwork of NFP bricks in class II mortar</u></b>				
4.1.2	- One brick wall	m <sup>2</sup>	15.00		
	<b><u>BRICKWORK SUNDRIES</u></b>				
	<b><u>2,5mm galvanised brickwork reinforcement</u></b>				
4.1.3	150mm Wide reinforcement built in horizontally	m	59.00		
	<b>Carried to Summary: Masonry</b>				

	Description	Unit	Quantity	Rate	Amount
5.	<b><u>BILL NO.5</u></b>				
5.1	<b><u>WATERPROOFING</u></b>				
	<b><u>DAMP-PROOFING OF WALLS AND FLOORS</u></b>				
	<b><u>One layer of 250 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"</u></b>				
5.1.1	Under surface beds	m <sup>2</sup>	446.00		
	<b>Carried to Summary: Waterproofing</b>				

	Description	Unit	Quantity	Rate	Amount
6	<b><u>BILL NO.6</u></b>				
6.1	<b><u>ROOF COVERING</u></b>				
	<b><u>PROFILED METAL ROOF SHEETING AND ACCESSORIES</u></b>				
	<b><u>Safintra 0.80mm thick aluminium SAFLOK 410 Colorplus G550 interlocking roof sheeting with aluminium AZ150 spelter to both sides, fixed to steel intermediate purlins at 1400mm and eaves at 1500mm centres using SAFLOK 410 clips screws fixed to purlins se</u></b>				
6.1.1	Roof covering with 5 degrees pitch including raking, cutting and waste	m <sup>2</sup>	15.00		
	<b><u>uPVC Downpipes</u></b>				
6.1.2	110mm Diameter rainwater downpipes including fixings to brickwork	m	9.00		
	<b><u>Extra over uPVC pipes for fittings</u></b>				
6.1.3	110mm Diameter bend	No	4.00		
6.1.4	Extra over 110mm rainwater pipe for shoe	No	4.00		
	<b>Carried to Summary: Roof Covering</b>				

	Description	Unit	Quantity	Rate	Amount
7	<b><u>BILL NO.7</u></b>				
7.1	<b><u>CARPENTRY AND JOINERY</u></b>				
	<b><u>DOORS ETC</u></b>				
7.1.1	Semi Solid 813x2032 Masonite 2CE SOLID DOORS	No	9.00		
	<b><u>JOINERY SUNDRIES</u></b>				
	<b><u>Built-in cupboards and server</u></b>				
7.1.2	805x600x3010mm high built-in cupboard 20mm DUCO cupboard doors with drawers and tray rack, timber veneer shelves, 130x10mm stainless steel handles, 35x25mm timber battens, recessed DUCO kickplate complete as per architects drawing	No	10.00		
	<b>Carried to Summary: Carpentry &amp; Joinery</b>				

	Description	Unit	Quantity	Rate	Amount
8	<b><u>BILL NO.8</u></b>				
8.1	<b><u>CEILING PARTITIONS AND ACCESS FLOORING</u></b>				
	<b><u>FIXED PARTITIONS</u></b>				
8.1.1	Partitions 2.68m high with bottom and top tracks plugged	m	17.00		
8.1.2	Extra over partition for 2.68m high for vertical abutment	No	7.00		
8.1.3	Extra over partition for 2.68m high for T-intersection	No	5.00		
	<b><u>Drywall partition doors</u></b>				
8.1.4	813 x 1800mm high door including lockset	No	9.00		
	<b>Carried to Summary: Ceiling, Partitions and Access Flooring</b>				

	Description	Unit	Quantity	Rate	Amount
9	<b><u>BILL NO.9</u></b>				
9.1	<b><u>IRONMONGERY</u></b>				
	<b><u>HINGES, BOLTS, ETC</u></b>				
	<b><u>"UNION"</u></b>				
9.1.1	3 lever lockset	No	9.00		
	<b><u>"Dorma"</u></b>				
9.1.2	102 x 75 x 3mm Two ball bearing butt hinge (stainless steel) (code: DBB-SS-009)	No	16.00		
	<b><u>LOCKS, LATCHES, ETC.</u></b>				
9.1.3	Jaguar RO2CLAM Brass Wispeco Garage Door Lock 312546	No	8.00		
	<b><u>"Dorma"</u></b>				
9.1.4	Bathroom deadlock (stainless steel) Code: DMWC-SS-008	No	8.00		
9.1.5	Disabled WC indicator (Red and White) and turn knob for physically impaired (stainless steel) Code: DWC-006	No	1.00		
	<b><u>HANDLES</u></b>				
	<b><u>"Dorma"</u></b>				
9.1.6	300 x 300 x 300mm Side grab rail (stainless steel) Code: DGR-SS-152	No	1.00		
9.1.7	800 x 80mm Flush valve rail (stainless steel) Code: DGR-SS-151	No	1.00		
	<b><u>SUNDRIES</u></b>				
	<b><u>"Dorma"</u></b>				
9.1.8	Hat and coat hook with buffer	No	8.00		
	<b><u>BATHROOM FITTINGS</u></b>				
9.1.9	Roca' 153 x 24 x 115mm chromium plated brass wall mounted toilet roll holder fixed to wall with stainless steel screws	No	9.00		

	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
	<b>Carried to Collection</b>				
9.1.10	Roca' 76 x 126 x 163mm chromium plated brass 3 litre wall mounted soap dispenser fixed to wall with stainless steel screws	No	4.00		
	<b>Carried to Collection</b>				

	<b>Collection</b>	<b>Page</b>			<b>Amount</b>
		148			
		149			
	<b>Carried to Summary: Ironmongery</b>				

	Description	Unit	Quantity	Rate	Amount
10	<b><u>BILL NO.10</u></b>				
10.1	<b><u>STRUCTURAL STEELWORK</u></b>				
10.1.1	Allow all costs in connection with and for preparation of all shop drawings for all structural steelworks and submissions to the Engineer for approval, in principle, prior to commencement of fabrication and for submission to the Engineer of final design a	Item	0.50		
	<b><u>FABRICATION AND DESIGN DRAWINGS GALVANISED STEEL STAIRCASE</u></b>				
	<b><u>Welded columns, angles rafters, tie beams, rails, struts, braces, cleats, etc and flat bearer, gusset and connection plates, bolted to steel</u></b>				
10.1.2	203 x 133 x 25mm I section	Tonnes	1.00		
10.1.3	40 x 40 x 6mm Angle lacing members	Tonnes	1.00		
	<b><u>BOLTS, FASTENERS, ETC</u></b>				
	<b><u>Welded roof trusses of angle rafters, tie beams, rails, struts, braces, cleats, etc and flat bearer, gusset and connection plates, bolted to steel</u></b>				
10.1.4	Allowance of 20kg/m <sup>2</sup> for roof structural steel	Tonnes	1.00		
10.1.5	High tensile bolts (class 8.8)	Tonnes	1.00		
	<b><u>TESTS</u></b>				
	<b><u>Weld testing</u></b>				
10.1.6	X-Ray test	No	4.00		
10.1.7	MPI testing of 20% of all fillet welds	Item	1.00		
	<b>Carried to Summary: Structural Steelwork</b>				

	Description	Unit	Quantity	Rate	Amount
11	<b><u>BILL NO.11</u></b>				
11.1	<b><u>METALWORK</u></b>				
	<b><u>GATES</u></b>				
	<b><u>Sliding vehicular gate</u></b>				
11.1.1	4000 x 2400mm high horizontal sliding gate	No	1.00		
11.1.2	2100 x 2400mm high pedestrian gate	No	1.00		
	<b><u>DOORS</u></b>				
11.1.3	3000mm x2100mm counterweight balanced tilt door including pulley, mild steel pivot arm, and counterweights.	No	4.00		
11.1.4	3000mm x2100mm Mild steel roller shutter door, including barrel assembly box and door tracks	No	4.00		
11.1.5	3300mm x2100mm Aluminium Patio sliding door on mild steel track bolted onto container. Opening to be cut out from container side panel and new mild steel frame inserted to receive sliding door.	No	4.00		
	<b><u>BALLUSTRADES</u></b>				
11.1.6	76x76mm hollow square steel baluster welded to steel with Clearvu infill panel as per Architects details	m	36.00		
	<b><u>PAINTWORK TO NEW WORK</u></b>				
	<b><u>Paintwork to all exposed steelwork on staircase</u></b>				
11.1.7	Clean prepare stop and apply paint on structural steel: Primer - Sigma Cover 630-125 micron and Topcoat- Sigmadur 550-50micron (colour RAL 9006, to be approved by architect)	m <sup>2</sup>	26.00		

	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
	<b>Carried to Collection</b>				
	<b><u>BUDGETARY ALLOWANCES</u></b>				
11.1.8	Provide the amount of R165 000.00 (One Hundred and Sixty-Five Thousand Rand) for Sundry Metalwork to convert containers with new entrances	Item	1.00		
	<b>Carried to Collection</b>				

	<b>Collection</b>	<b>Page</b>			<b>Amount</b>
		151			
		152			
	<b>Carried to Summary: Metalwork</b>				

	Description	Unit	Quantity	Rate	Amount
12	<b><u>BILL NO.12</u></b>				
12.1	<b><u>PLASTERING</u></b>				
	<b><u>EXTERNAL PLASTER</u></b>				
	<b><u>4 : 1 Cement plaster on brickwork</u></b>				
12.1.1	On walls	m <sup>2</sup>	31.00		
	<b>Carried to Summary: Plastering</b>				

	Description	Unit	Quantity	Rate	Amount
13	<b><u>BILL NO.13</u></b>				
13.1	<b><u>PLUMBING AND DRAINAGE</u></b>				
	<b><u>WATER SUPPLIES</u></b>				
	<b><u>Class 16 uPVC pressure pipes with solvent welded joints</u></b>				
13.1.1	50mm Pipes laid in and including trenches not exceeding 1m deep	m	46.00		
13.1.2	25mm Pipes laid in and including trenches not exceeding 1m deep	m	171.00		
	<b><u>Extra over Class 16 uPVC pressure pipes for fittings with solvent welded joints</u></b>				
13.1.3	50mm Bend	No	8.00		
13.1.4	25mm Bend	No	10.00		
	<b><u>Class 2 copper pipes with capillary couplings</u></b>				
13.1.5	15mm Pipes	m	16.00		
	<b><u>Extra over Class 2 copper pipes for capillary fittings</u></b>				
13.1.6	15mm Fittings	No	13.00		
13.1.7	15mm Angle regulation valve	No	13.00		
	<b><u>Testing</u></b>				
13.1.8	Testing water pipe system	No	0.50		
	<b><u>Water Closet</u></b>				
13.1.9	Coral White Front Flush Toilet Suite Includes Toilet Seat And Mechanism BE1WH051N	No	10.00		
13.1.10	Vaal VAA 7300SC Pearl Paraplegic" semi close couple 90° outlet open rim wash-down pan and matching 9 litre cistern complete with lid, fitments, and purpose made c.p. side-flush lever (left or right)	No	1.00		
	<b>Carried to Collection</b>				

	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
	<b><u>Urinal</u></b>				
13.1.11	Vitreous china Icon urinal white including inlet fittings, 38mm chromium plated domical grating, a spreader with a 20mm diameter thread and two hanger bracket complete	No	4.00		
13.1.12	Cobra junior flush master kit FJ2-210 Chrome plated exposed type toilet flush valve.	No	4.00		
	<b><u>Basin</u></b>				
13.1.13	VAAL 702303 HIBISCUS PP basin white 510 x 405, with pedestal	No	8.00		
13.1.14	KWIKOT stainless steel sink wash trough single	No	4.00		
	<b><u>TRAPS, ETC.</u></b>				
13.1.15	Cobra' p bottle trap (Code 365/50) to suit ° 50mm PVC waste pipe	No	16.00		
	<b><u>TAPS, VALVES, ETC.</u></b>				
13.1.16	Cobra 15mm basin mixer, fitted with restriction washer	No	16.00		
13.1.17	'Cobra' Code: NM-500-21B chrome plated elbow action pillar tap	No	2.00		
13.1.18	Antique Brass Wall Mounted Cross Handle Water Faucet Garden Bathroom Water Tap	No	4.00		
	<b><u>Sundry sanitary fittings</u></b>				
13.1.19	FRANKE' satin finished stainless steel paraplegic grab rail Code: 35968 size 850 x 100 x 249mm with FRANKE grip surface, plugged and screwed to wall with stainless steel screws	No	1.00		
13.1.20	FRANKE' satin finished stainless steel grab rail Code: 359869 size 300 x 95mm with FRANKE grip surface, plugged and screwed to wall with stainless steel screws. Placed vertical and horizontal	No	1.00		
13.1.21	Basin waste with plug, chain, stay and backnut, no.301	No	16.00		

	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
	<b>Carried to Collection</b>				
13.1.22	Plain edged mirror: 405mm x 1100mm high above wash hand basin	No	6.00		
13.1.23	Calig Vanity Basin 600mm, Colour: White	No	10.00		
	<b><u>SUNDRIES</u></b>				
	<b><u>Water Meter</u></b>				
13.1.24	20mm Diameter main water meter including all fixture and fitting	No	1.00		
	<b><u>Geyser and hydroboil</u></b>				
13.1.25	Kwikot 2.5 litre Kwikboil water boiler 275 x 165 x 365mm high colour: appliance white code: KWIBOIL-2.5 with stainless steel tank, steam free boiling water, electronic controls, 15mm overflow, connected to 15mm cold water supply including isolating valve	No	1.00		
13.1.26	'Roca' 190x165x260mm chromium plated brass 3 litre floor standing waste bin Code: 815487001	No	1.00		
	<b><u>Works on site</u></b>				
13.1.27	Cut into existing 110mm diameter HD PVC piping in ground, insert new reducing tee to take new 110mm diameter HD PVC pipe including necessary fittings, adaptors and joining	No	1.00		
13.1.28	110mm Pipes laid in and including trenches and bedding not exceeding 1m deep	m	156.00		
	<b><u>Extra over HD PVC pipe for</u></b>				
13.1.29	110mm Bend	No	26.00		
13.1.30	110mm Reducer	No	12.00		
13.1.31	110mm Stop end	No	12.00		
	<b><u>HD PVC pipes supplied in 6m length with electrofusion welds, one coupling per length</u></b>				
13.1.32	75mm Diameter pipe	m	18.00		

	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
13.1.33	75mm Bend	No	12.00		
	<b>Carried to Collection</b>				
	<b><u>INTERNAL SOIL &amp; WASTE WATER DRAINAGE</u></b>				
	<b><u>uPVC pipes</u></b>				
13.1.34	50mm Pipes	m	16.00		
	<b><u>Extra over uPVC pipes for fittings</u></b>				
13.1.35	110mm Access junction	No	9.00		
13.1.36	110mm Gulley	No	3.00		
13.1.37	110mm Vent valve	No	9.00		
13.1.38	110mm Pan connector.	No	9.00		
13.1.39	110mm 90 degree bend.	No	9.00		
	<b><u>Testing</u></b>				
13.1.40	Testing waste pipe system.	No	1.00		
	<b>Carried to Collection</b>				

	<b>Collection</b>	<b>Page</b>			<b>Amount</b>
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		155			
		156			
		157			
	<b>Carried to Summary: Plumbing and Drainage</b>				



	Description	Unit	Quantity	Rate	Amount
	<p><b><u>BILL NO.14</u></b></p> <p><b><u>PAINTWORK</u></b></p> <p><b><u>ON METAL</u></b></p> <p><b><u>One coat preperation with Plascon REMOVall high stregh cleaner and degreaser, and one coat Plascon POLYCELL end rust converter where rust exists, one coat Plascon Metalcare UC501 Primer and two coats PLASCON Easy living gloss enamel.</u></b></p>				
14.1.1	On steel containers	m <sup>2</sup>	1461.60		
	<p><b><u>ON WOOD</u></b></p> <p><b><u>Sand down and 2 coat Varnish (to be approved by Architect)</u></b></p>				
14.1.2	On floors	m <sup>2</sup>	172.80		
	<b>Carried to Summary: Paintwork</b>				

	Description	Unit	Quantity	Rate	Amount
15	<b><u>BILL NO.15</u></b>				
15.1	<b><u>EXTERNAL WORKS</u></b>				
	<b><u>RETAINING STRUCTURES</u></b>				
	<b><u>Open face excavation in earth</u></b>				
15.1.1	To embankment behind retaining walls including trimming to slope	m <sup>3</sup>	100.00		
	<b><u>Excavation in earth not exceeding 2m deep</u></b>				
15.1.2	Trenches	m <sup>3</sup>	40.00		
	<b><u>Risk of collapse of excavations</u></b>				
15.1.3	Sides of trench and hole excavations not exceeding 1,5m deep	m <sup>2</sup>	20.00		
	<b><u>25MPa/19mm unreinforced concrete</u></b>				
15.1.4	Strip footings	m <sup>3</sup>	6.00		
	<b><u>30MPa/19mm unreinforced concrete</u></b>				
15.1.5	Stairs	m <sup>3</sup>	5.00		
	<b><u>REINFORCEMENT</u></b>				
	<b><u>High tensile steel reinforcement to structural concrete work</u></b>				
15.1.6	Bars of varying diameter	Tonnes	6.22		
	<b><u>Fabric Mesh Reinforcement</u></b>				
15.1.7	Type 193 fabric reinforcement in concrete surface beds, slabs, etc	m <sup>2</sup>	20.00		
	<b><u>SMOOTH FORMWORK (DEGREE OF ACCURACY II) as per SANS</u></b>				
	<b><u>For the purposes of this Contract smooth formwork shall be deemed to as follows:</u></b>				
	<b><u>The inner faces shall be such as will impart to the resultant concrete face a finish equivalent to one coat plaster and that would be obtained from the use of plywood faced</u></b>				
	<b><u>Smooth formwork to sides</u></b>				
15.1.8	Walls	m <sup>2</sup>	40.00		
	<b>Carried to Collection</b>				

	Description	Unit	Quantity	Rate	Amount
	<b><u>ROADWORK, PARKING AREAS AND PAVING</u></b>				
	<b><u>Site clearance</u></b>				
15.1.9	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth	m <sup>2</sup>	3000.00		
	<b><u>Excavation in earth not exceeding 2m deep</u></b>				
15.1.10	Over site between buildings, retaining walls, etc. to reduce levels and dispose in prescribed stockpiles on site	m <sup>3</sup>	1199.00		
	<b><u>Extra over bulk excavation in earth for excavation in</u></b>				
15.1.11	Soft rock	m <sup>3</sup>	100.00		
	<b><u>Extra over all excavations for carting away</u></b>				
15.1.12	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m <sup>3</sup>	690.00		
	<b><u>Compaction of surfaces</u></b>				
15.1.13	Compaction of ground surfaces under pavings etc., including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density	m <sup>2</sup>	3000.00		
	<b><u>FILLING ETC.</u></b>				
	<b><u>Earth filling obtained from the bulk excavations and/or prescribed stock piles on site compacted to 96% Mod AASHTO density</u></b>				
15.1.14	Backfilling	m <sup>3</sup>	509.00		
	<b><u>Imported filling supplied by the Contractor</u></b>				
15.1.15	G7 material compacted to 98% MOD AASHTO	m <sup>3</sup>	90.00		
15.1.16	G5 material compacted to 98% MOD AASHTO	m <sup>3</sup>	370.00		
	<b>Carried to Collection</b>				

	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
	<b><u>Bituminous premix road surfacing</u></b>				
15.1.17	50mm Thick 'Sunburst' Clay interlocking pavers including 20mm bedding sand, grouting to falls as per the Engineers details.	m <sup>2</sup>	2578.00		
	<b><u>20MPa/19mm unreinforced concrete</u></b>				
15.1.18	Edging to kerbs etc.	m <sup>3</sup>	5.00		
	<b><u>Concrete Kerbs</u></b>				
15.1.19	Figure 12 Kerb	m	378.00		
	<b><u>Road signs</u></b>				
15.1.20	Standard STOP sign with 50mm diameter galvanised mild steel post bedded in and including unreinforced concrete base, including any necessary excavation, paint finish, etc.	No	2.00		
	<b><u>FENCING</u></b>				
	<b><u>Cochrane ClearVu or similar approved fence with steel pipe posts, stays, gates, etc. including galvanised steel bolts, straining eye bolts, etc., site clearance and preparation of ground</u></b>				
15.1.21	Diamond Fence 2.4m high inclusive of all stays, bracing, posts, accessories, concrete bases etc.	m	340.00		
	<b><u>Wendy House</u></b>				
15.1.22	Supply and install a Wendy house approximately size 2000 x 2000mm (measured on plan)	No	1.00		
	<b>Carried to Collection</b>				

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	<b>Carried to Summary: External Works</b>				

	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
16	<b><u>BILL NO 16</u></b>				
	<b><u>ELECTRICAL</u></b>				
16.1	<b>LT RETICULATION</b>				
	<b>Distribution Boards</b>				
16.1.1	Incoming supply kiosk	No	1		
16.1.2	Allow profit on the above if required	%	10.00%		
16.1.3	Install and connect up including earthing. Exclude cable terminations measured elsewhere	Item	1		
16.1.4	Compile a legend Card	No	1		
16.1.5	Meter kiosk 1	No	1		
16.1.6	Allow profit on the above if required	%	10.00%		
16.1.7	Install and connect up including earthing. Exclude cable terminations measured elsewhere	Item	1		
16.1.8	Compile a legend Card	No	1		
16.1.9	Meter kiosk 2	No	1		
16.1.10	Allow profit on the above if required	%	10.00%		
16.1.11	Install and connect up including earthing. Exclude cable terminations measured elsewhere	Item	1		
16.1.12	Compile a legend Card	No	1		
	<b>L.T. CABLES</b>				
	<b>PVC/PVC/SWA/PVC/ECC/CU cables supplied and installed on cable rack, ladder or tray including all fixings and accessories ( Ladder, rack and tray elsewhere)</b>				
	Cables				
16.1.13	16mm2 x 4 core	m	100		
16.1.14	10mm2 x 2 core	m	450		
	<b>Carried to Collection</b>				

	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
<b>16.2</b>	<b>Cable Terminations</b>				
	<b>For PVC/PVC/SWA/PVC cables incl. armour glands, shrouds, lugs and connections</b>				
16.2.1	16mm <sup>2</sup> x 4 core	No.	6		
16.2.2	10mm <sup>2</sup> x 2 core	No.	20		
	<b>Trenching</b>				
	<b>Trenching, backfilling and compaction in strict accordance with the specification</b>				
16.2.3	600mm deep x 200mm wide	m	150		
	<b>Sleeves</b>				
	<b>Supply and install white PVC sleeves including all joints , installed underside slab (Height indicated on drawings)</b>				
16.2.4	110mm diameter	m	100		
	<b>Testing</b>				
16.2.5	Test & commission the installation included in Bill Section 16.2	Sum	3		
<b>16.3</b>	<b>Conduit galvanized conduit installed surface mounted on container walls</b>				
16.3.1	32mm galvanized conduit	m	150		
	<b>Conduit boxes include covers where applicable</b>				
16.3.2	65 mm Galvanized round 1 to 4 Way	No	6		
16.3.3	100 x 100mm PVC outlet boxes	No	2		
16.3.4	100 x 50mm PVC outlet boxes	No	2		
	<b>Conductors</b>				
	<b>PVC insulated copper conductors drawn into conduit</b>				
16.3.5	4,0 mm <sup>2</sup>	m	70		
16.3.6	6.0mm <sup>2</sup>	m	70		
	<b>Carried to Collection</b>				

	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
	<b>Flat twin and earth</b>				
16.3.7	2,5 mm <sup>2</sup>	m	70		
16.3.8	4,0 mm <sup>2</sup>	m	70		
16.4	<b>Power Outlets</b>				
16.4.1	16A Schneider S2000 combo SSO surface mounted on container wall	No	3		
16.4.2	16A Schneider S2000 combo Red D-Pin SSO surface mounted on container wall	No	1		
16.4.3	Telephone outlet surface mounted on container wall	No	2		
16.4.4	Powerskirting Cabstrut type P801 metal double compartment:	m	5		
16.4.5	16A Schneider S2000 combo SSO in Powerskirting	No	2		
16.4.6	16A Schneider S2000 combo Red D-Pin SSO in Powerskirting	No	2		
16.4.7	Telephone outlet in Powerskirting	No	2		
16.4.8	Data outlet in Powerskirting	No	2		
16.4.9	3 pin type ZA-169-2 plug outlet in powerskirting	No	2		
<b>16.5</b>	<b>General Point Rates</b>				
16.5.1	16A 1 lever 1-way switch including cover plate	No	2		
<b>16.6</b>	<b>Luminaries Supply and install the following luminaries:</b>				
16.6.1	LED IP65 Saturn dome bulkhead	Sum	11		
16.6.2	Light point for the above	Sum	11		
16.6.3	Allow profit on the above if required	%	10.00%		
16.6.4	LIH VP 40W LED Vapour proof IP65	Sum	8		
16.6.5	Light point for the above	Sum	8		
	<b>Carried to Collection</b>				

	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
16.6.6	Allow profit on the above if required	%	10.00%		
16.6.7	50w Flood lights installed on 4m pole	Sum	4		
16.6.8	Light point for the above	Sum	4		
16.6.9	Allow profit on the above if required	%	10.00%		
16.6.10	20w Flood light installed on container	Sum	20		
16.6.11	Light point for the above	Sum	20		
16.6.12	Allow profit on the above if required	%	10.00%		
16.6.13	Exit sign fitting	No	0		
16.6.14	Test & commission the installation	Sum	1		
<b>16.7</b>	<b>LINE SHOPS:</b>				
	<b>SHOP AREAS</b>				
16.7.1	Supply of DB Type 1 (45A 1 ø)	Sum	10		
16.7.2	Supply and install white P9000 Unistrut linking shop DB to ceiling void (Allow 4m)	No	10		
16.7.3	Installation of DB include for Earthing, Conduit terminations, exclude supply cable & terminations	No	10		
16.7.4	Compile a legend card, test & commission	No	10		
	<b>Carried to Collection</b>				
16.7.5	All in accordance with the Specification and construction drawings				
16.7.7	Surface mounted 16A Schneider S2000 combo SSO installed on side of DB	No	10		
16.7.8	Surface mounted light switch installed on side of DB/by the entrance door for container	No	10		
16.7.9	Supply and install surface mounted LIH VP 40W LED Vapour proof IP65	No	22		
16.7.10	Surface mounted 16A Schneider S2000 combo SSO installed surface mounted on container walls	No	22		
	<b>Carried to Collection</b>				

	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
16.7.11	<b>Conduits</b> 1 x 30mm dia Bosal conduit via container for shopfront light switch/surface mounted light fittings/surface mounted SSO	m	480		
	<b>Carried to Collection</b>				

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	<b>Carried to Summary: Electrical Works</b>				

	Description	Unit	Quantity	Rate	Amount
17	<b><u>BILL NO.17</u></b>				
	<b><u>PROVISIONAL SUMS</u></b>				
17.1	<b><u>Balustrades</u></b>				
17.1.1	Allow the provisional amount of R90 000.00 for balustrades	Item	1	90 000.00	90 000.00
	<b>Carried to Summary: Provisional Sums</b>				

	<b>Description</b>	<b>Page</b>			<b>Amount</b>
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	<b>Carried to Main Summary:</b>				

	<b>SUMMARY</b>	<b>Page</b>			<b>Amount</b>
	SUB-TOTAL CONTINGENCIES @ 5%				
	SUB-TOTAL VAT @ 15%				
	<b>TOTAL CARRIED TO FORM OF OFFER</b>				



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## **PART C3**

### **SCOPE OF WORK**

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C 3.1.6	SETTING - OUT OF THE WORKS
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### **C3.1 SCOPE OF WORKS**

#### **C 3.1.1 MISCELLANEOUS**

The project specifications form an integral part of the project documents and supplement the standard specifications.

In the event of any discrepancy with a part or parts of the standard specifications, the schedule of quantities or the drawings, the project specifications shall take precedence.

#### **C 3.1.2 DESCRIPTION OF THE WORK**

The “**Construction of Mandeni Youth Enterprise Park**” entails

- clear site to receive containers
- Civil works
  - stormwater
  - sewer
  - bulk earthworks
  - water supply and sanitary fittings
  - staircase
  - Paving
  - Ablution facilities
  - 4.2m Gravel road
  - staircase
- Installation of the perimeter fencing,
- Fitting 16 containers
- Guard house (Wendy house)

##### **C 3.1.2.1 General**

(a) Contractor's establishment on site with facilities for the engineer's personnel and removal on completion of the works.

(b) Moving of personnel and plant and equipment to and from the site.

(c) Supply of materials to be built into the works.

##### **C 3.1.2.2 Perimeter Fencing**

(a) Excavate for 0.6m x 0.6m x 0.6m concrete bases for precast intermediate posts.

(b) Placement of reinforcement and erection of precast concrete posts.

(c) Cast 20MPa concrete to bases and beam.

(d) Security fencing 1800mm high formed of 25 x 50 x 3,15mm diameter rectangular welded mesh fixed with 2mm diameter tying wires at 250mm between wires to five 8mm gauge hardened galvanised steel straining wires spaced at 450mm centres on precast straining and intermediate posts

##### **C 3.1.2.3 Site Access and 4.2 m Gravel Road**

- (a) Box-cut to a depth of 330mm and haul material to spoil site.
- (b) Rip and recompact existing in-situ to a depth of 150mm, compacted to 100% mod AASHTO density.
- (c) Construct a 150mm G5 subbase layer compacted to 98% mod AASHTO density.
- (d) Construct a 150mm G2 base layer compacted to 96% mod AASHTO density.

#### **C 3.1.2.4 Container Structures and fitting**

- (a) Receive containers from the Client and set to position on site.
- (b) Cut containers to form openings respectively and install windows and doors.
- (c) Paint containers and install joinery fittings.

#### **C 3.1.2.5 External Works**

- (a) Clear site and reduce floor levels to receive paving.
- (b) Rip and recompact existing in-situ to a depth of 150mm, compacted to 100% mod AASHTO density.
- (c) Construct a 150mm G5 subbase layer compacted to 98% mod AASHTO density.
- (d) Lay 60mm thick interlocking paving bricks.
- (e) Stormwater drainage, soil & grey water drainage and water supply.

#### **C 3.1.3 DRAWINGS**

The Contractor will be issued with three copies of each of the drawings. These prints will be issued free of charge and the Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor which the Engineer requires to complete the as - built drawings, shall be submitted to the Engineer before the certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless instructed by the Engineer. The Engineer will supply all figured dimensions omitted from the drawings.

The contractor shall also check levels and all clearances given on the drawings and shall inform the Engineer of any discrepancies before he commences work.

#### **C 3.1.4 CONTRACTOR'S CAMP SITE AND HOUSING FOR CONTRACTOR'S EMPLOYEES**

The Contractor shall negotiate with the Project Steering Committee (PSC) for the location of his offices, storage facilities, workshops, latrines etc. Temporary buildings and fencing shall be neat

and presentable, and the surrounding areas shall at all times be kept in a neat, clean and orderly condition. The Contractor shall not cut down or damage any trees nor undertake any excavation without the written permission of the Engineer and will be required to restore the site to its original condition on completion of the Works.

All buildings and toilets shall be in accordance with the Local Authority and State Health regulations and shall be kept in a clean, sanitary condition to the satisfaction of the Engineer.

The Contractor shall make his own arrangements for housing his employees and/or transporting them to and from the site. The Contractor shall be responsible for the housing and transporting of his employees and for the arrangements in respect thereof, and no extension of time due to any delays resulting from this factor will be granted.

### **C 3.1.5 CONSTRUCTION PROGRAMME**

The Contractor must submit his construction programme together with his tender. The programme is subject to Engineer's approval and remains so for the duration of the Contract.

This programme shall be in the form of a Gantt bar chart or other time / activity form acceptable to the Engineer. The unit of measurement in respect of time periods of activities will be weeks. The programme shall reflect at least the following information'

- A description of each of the major activities to be carried out during the Contract and the sequence in which they will be done.
- The programmed time for executing each activity.
- The dependencies which exist between the various activities and whether these time-related or resources-related or both.
- The critical path of activities on which final completion of the works is dependant.
- The amount of slack time for non-critical activities.

If during the course of the Contract the progress of work falls behind on the programme or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall within one week of being notified by the Engineer submit a revised programme.

### **C 3.1.6 SETTING - OUT OF THE WORKS**

The Contractor shall be responsible for the setting out of the Works and for establishing the correct levels as finalized during the construction process.

The Contractor shall be held responsible for the preservation of all beacon and bench marks and if any of the beacon or bench marks have been destroyed or disturbed by the Contractor the cost of their replacement shall be charged to the Contractor.

In the case of alterations which involve changes in staking the Contractor shall co-operate with the Engineer to facilitate the prompt re-establishment of the field control for the altered or adjusted work.

The contractor shall carry out the setting out of the Works in accordance with a method approved by the Engineer. The method employed shall ensure positive control of line and level at all times and at intervals not exceeding the specified intervals as set out in the Specification, as well as other specific points shown on the plans as required by the Engineer.

The Contractor shall provide attendants for the use of the Engineer or his Representative and all necessary survey equipment, tapes, etc., for the control and measuring of the Works.

Surveying and setting out of the Works will not be included in the Schedule of Quantities and the Contractor shall allow in his rates for all costs in respect thereof

**C 3.1.7 MAINTENANCE PERIOD**

The maintenance period of 3 (three) months only start after the engineer's acceptance of the substantial completion of any part of the works.

### **C3.2 STANDARD SPECIFICATIONS**

#### **C 3.2.1 SANS SPECIFICATIONS**

The standard specifications on which this contract is based are the South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SANS 1200.

Although not bound in nor issued with this Document the following Sections of the Standardized Specifications of SANS 1200 shall form part of this Contract;

<b>SANS 1200 Section</b>	<b>Title</b>
A	Preliminary & General
C	Site Clearance
DM	Earthworks
ME	Subbase
MF	Base
MK	Kerbing & Channelling

The following SANS specifications are also referred to in this document and the contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria (City of Tshwane).

SANS 10396: 2003: Implementing Preferential Construction Procurement Polices using Targeted Procurement Procedures

SANS 1914-1 to 6 (2002): Targeted Construction Procurement

SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part General Engineering and Construction Works and where accommodation of traffic is involved.

SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts Part Accommodation of Traffic on Public Roads Occupied by the Contractor.

SANS 10400 (1990): Code of Practice for the Application of the National Building Regulations

### **C 3.3 PROJECT SPECIFICATIONS**

#### **PART A: GENERAL SPECIFICATIONS**

##### **C 3.3.1 DESCRIPTION OF SITE AND ACCESS**

The proposed site is located in Mandeni, No.1 Thokoza Road, Sundumbili, Endlondlweni Area in Ward 7. GPS Coordinates as follows: 29°08'32''S and 31°24'11''E.

##### **C 3.3.2 SITE FACILITIES REQUIRED**

###### **C3.3.2.1 Sources of Water Supply**

The contractor will be required to make his own arrangements for the supply of purified water for consumption, testing for his use on site and his quotation must include for all costs and charges. No extra payment or any claim for payment will be considered.

###### **C 3.3.2.2 Sanitary Facilities**

All toilet facilities shall conform to the requirements of the Local Authority. All sanitary fees and charges due under the Local Authority or State Health Regulations for bylaws shall be paid by the Contractor. Throughout the progress of the Contract, all toilets shall be maintained by the Contractor in a clean, sanitary condition to the satisfaction of the Engineer. A separate toilet shall be provided for the sole use of the Engineer's Representative.

The contractor shall be responsible for the disposal of refuse and waste generated by his staff daily.

###### **C 3.3.2.3 Housing Facilities**

The Contractors staff will not be allowed to reside on site.

### **C 3.3.3 ITEMS REQUIRING SPECIAL ATTENTION**

#### **C 3.3.3.1 Safety Regulations**

Both the "Factories, Machinery and Building Work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" shall, wherever they appear in the SABS 1200 standardized specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)".

#### **C 3.3.3.2 "As-Built" Drawings**

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the Contract. This information shall be submitted monthly by the Contractor with his payment certificate to the Engineer. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings from the Engineer at no cost. The actual position and depth of any previously unknown existing services shall also be provided.

The completion certificate shall only be issued after the Engineer has received a properly completed set of "as-built" drawings and information from the Contractor.

#### **C 3.3.3.3 Finishing and Tidying**

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area concerned.

#### **C 3.3.3.4 Access to Properties**

The Contractor shall organize the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work.

#### **C 3.3.3.5 Existing Services**

The positions of the known existing services are shown on the drawings. The Contractor shall note that although the drawings have been prepared using available information, they show only the approximate positions of services.

The information supplied is in good faith but shall be used as a guide only and does not relieve the Contractor of his responsibility to exercise due caution when working in areas where existing services can reasonably be expected nor his obligation to liaise with the authorities in this regard and the obtaining of necessary work permits and wayleaves (as applicable).

The Contractor shall be responsible to locate and safeguard any existing service he may encounter during construction. The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, Authority or the Owner concerned for any repairs required following damages due to the Contractor's negligence.

The Contractor shall be responsible for immediately notifying the Engineer and the authorities concerned regarding any damage caused to public services and existing works.

Any alterations to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

### **C 3.3.3.6 Interruption of Existing Services**

Electricity and water-supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalized by 16:00 on the same day.

### **C 3.3.3.7 Minimal Disturbance to Environment**

The site and surroundings are to be kept clean from building rubble, waste, etc. throughout the duration of the Contract. Roads used for transporting material shall be kept clean and dirt free on daily basis. No separate payment will be made for this and it will be deemed to be included in the rates tendered.

Stacking of cut-down trees and vegetation on-site is not allowed as this is a possible fire hazard. Under no circumstances will the burning of rubble, trees or bush be allowed on site.

### **C 3.3.4 OTHER CONTRACTORS**

Tenderers are informed that other Contractors may be on the site during the currency of the Contract. Every effort will be made to programme various aspects so that the progress on the Contract is not adversely affected. No warranty is given on this aspect and the Contractor will be deemed to have included for any delay in the tendered rates.

The size of the site is such that it is envisaged that, with the proper co-operation, progress on any item will be possible at some point on the site, and compensation for standing time or delays will only be entertained by the Engineer in exceptional circumstances.

### **C 3.3.5 PAYMENT CERTIFICATES**

Applications for payment shall comply with the requirements of GCC.

All costs resulting from the preparation and submission of the Contractor's statements to the Engineer shall be borne by the Contractor.

### **C 3.3.6 RECORDING OF WEATHER**

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs or accept rainfall data from the scheduled rainfall station.

### **C 3.3.7 PROOF OF COMPLIANCE WITH THE LAW**

The Contractor shall comply with the requirements of GCC.

### **C 3.3.8 LOCAL LABOUR**

#### **C 3.3.8.1 Labour-based Constructions**

Labour - based construction will be used for all sections of the work that are suitable for this type of construction. These sections will include (but not necessarily be confined to);

- All trenching and backfilling of trenches. Excavation in hard rock will be done by machine and blasting respectively subject to approval of the Engineer.
- Construction of manholes, v-drains, etc.

#### **C 3.3.8.2 Local Sub- Contractors**

The main contractor shall ensure that a minimum of 30% of the contract value is allocated to local sub-contractors. The local sub-contractors will work under the supervision of the main contractor.

#### **C 3.3.8.3 Employment**

The contractor is to liaise with the Project Steering Committee (PSC) on all employment issues which concern the local labour. A Social Facilitation Consultant will be appointed by the Enterprise iLembe Local to assist in the liaison with the local .

#### **C 3.3.8.4 Community Liaison Officer (CLO)**

The Community Liaison Officer (CLO) is to be selected by the PSC and the Employer (through his agent) and appointed by the Contractor. The Contractor shall, however, accept the appointment as part of his management personnel. The duties of the CLO will be:

- To be available on site daily during normal working hours and at other times as the need arises. His normal working day and his period of employment will be mutually agreed upon by the Employer and the Engineer accordingly.
- To determine, in consultation with the Contractor, the needs of the local labour for relevant training.
- To communicate daily with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill and to identify possible labour disputes and to assist in their resolution.
- To attend all meetings in which the community and/or labour is present or is required to be represented. He will attend the first part of the monthly/site meeting to report on the local community involvement.
- To inform local labour of their conditions of temporary employment and to inform local labourers as early as possible when their period of employment will be terminated.
- To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- To keep a daily written record of his interviews and project liaison conducted.
- All such other duties as agreed upon between all parties concerned.

A payment item has been allowed for in the Schedule of Quantities for the payment of the CLO.

#### **C 3.3.8.5 Wages**

The local labour rate shall be negotiated with the Contractor, Enterprise Ilembe and the Project Steering Committee and agreed upon prior to employment of local labour. The rate shall be in line with the Department of Labour.

The contractor will be required to arrange his own documentation regarding a contract for locally employed labour and shall include provision for the Occupational Health and Safety Act (1993) and the Compensation for Occupational Injuries and Diseases Act as well as other legal and statutory requirements of the Labour Act e.g. U.I.F etc.

### **C 3.3.9 PERMITS**

No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

No employees except for security guards will be allowed to sleep or be accommodated on the site.

### **C 3.3.10 TESTING AND QUALITY CONTROL**

The Contractor shall engage the services of an approved and independent testing laboratory for the testing of materials and the quality testing of layer works to ensure that his works conforms to the specifications.

No separate payment will be made for contracting the services of an approved laboratory and the costs for complying with this requirement will be deemed to be included in the Contractor's tendered rates for the various items of work requiring testing in accordance with the specifications.

The results of all tests performed during the course of the Contract will be made available to the Engineer as soon as these become available.

The contractor shall at his own cost supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

### **C 3.3.11 DAILY RECORDS**

The Contractor will be required to maintain daily records of resources (people and equipment employed), site diaries in respect of work performed on the site delays or difficulties experienced during the course of the Contract and retain this record on site.

**PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS**

VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS

**PSA GENERAL (SANS 1200 A)**

**PSA 1 DEALING WITH WATER ON WORKS (5.5)**

Add the following to the subclause:

The Contractor shall prevent ingress of water into the excavations by pumping or any other means at his disposal to the approval of the Engineer. Under no circumstances must water be allowed to pond in the excavations.

The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless adequate prior arrangements to deal with drainage have been approved by the Engineer.

**PSA 2 REMOVAL OF SITE ESTABLISHMENT ON COMPLETION (8.3.4)**

Attention is drawn to the requirements of clause 8.3.4 of the General Specifications concerning the use of the site.

In addition, the Contractor shall allow in the appropriate items of the Preliminary and General for the cost of trimming, raking, top soiling and re-grassing the area on completion.

**PSA 3 EXISTING SERVICES (8.8.4)**

The sum tendered under this item shall include full compensation for all costs incurred in complying with the requirements of clause C 3.3.3.5, including liaison with and accommodation of service organisations and excavations to prove existing services.

**PSA 4 OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS (5.7)**

Add the following:

(a) Contractors initial obligations

The unit of measurement shall be a sum payable at the beginning of the contract and shall be full compensation for compliance of the contractor's initial obligations in respect of the OHS Act (Act 85 – 1993) in general and Construction Regulation 2003 requirements in particular.

(b) Contractor time related obligations

The unit of measurement shall be covered by the weekly rate tendered for the time of construction plus approved extensions, notwithstanding earlier completion of the works and shall be full compensation for compliance of the contractor's time related obligations in respect of the OHS Act (Act 85 – 1993) in general and Construction Regulation 2003 requirements in particular.

(c) Submission of health and safety file

The tenderer shall submit his own health and safety plan in full compliance with the Construction Regulation 2003 and the unit of measurement shall be a sum payable at the beginning of the contract after submission of the health and safety file to the engineer's satisfaction.

### **C 3.4 TENDER DRAWINGS**

#### **DRAWINGS ISSUED WITH THIS DOCUMENT**

The following drawings are issued with this Document and shall be regarded as provisional and preliminary for the tender's benefit to generally assess the scope of work.



**PART C4**

**SITE INFORMATION**

## **C4.1 SITE INFORMATION**

### **The site locality**

The site is opposite Sibusisiwe Community Hall in Mandeni with the Mandeni Central Business District (CBD).

The defined working areas, entrances , site restrictions etc will be defined in detail at the Mandatory Briefing session.

The proposed site is located in Mandeni, No.1 Thokoza Road, Sundumbili, Endlondlweni Area in Ward 7. GPS Coordinates as follows: 29°08'32''S and 31°24'11''E.

### **Geotechnical Report**

The Geotechnical report is available on request.

# HEALTH AND SAFETY SPECIFICATION

In terms of Construction Regulations 2014



## CONSTRUCTION OF MANDENI YOUTH ENTERPRISE PARK (YEP)

### Construction Health and Safety Specification

**CONTRACTOR: XXXXX**

**PROGRAMME: MANDENI YOUTH ENTERPRISE PARK**

#### DETAILS

**SUPERVISION BY THE CLIENT  
EI – ENTERPRISE ILEMBE**

**SUPERVISION BY THE PRINCIPAL CONTRACTOR: TBA**

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**1. INTRODUCTION**

- 1.1. In terms of Construction Regulation 5(1) (b) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), EI – Enterprise Ilembe, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.
- 1.2. The Principal Contractor and contractors shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 7 as well as the Health and Safety Plan for the project.
- 1.3. This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. It should be noted that no single Act or its set of Regulations be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour Legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.
- 1.4. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk

associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Regulation 1 of Construction Regulations) detailing the key activities to be performed in order to reduce as far as reasonably practicable, the hazards identified in the Risk Assessment.

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

## **2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT**

The Health and Safety Specifications pertaining to: The Principal Contractor and Contractors

These specifications are contained in the index and intend to specify the normal and specific requirements of EI – Enterprise Ileembe pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the OHS Act 85, 1993 and its Regulations with specific reference to the Construction Regulations. This will also include any Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in

any way whatsoever, to cancel or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

**3. PURPOSE**

The purpose of this specification document is to provide a Principal Contractor (and Contractors) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and of persons in connection with the use of plant and machinery. It further aims to protect persons other than its employees against any potential hazards to their health and safety arising out of or in connection with the activities of persons at work during the construction work for EI – Enterprise Ilembe.

- 3.1 To brief the Principle and Contractor on the significant health and safety requirements and aspects of the project. This shall include the provision of the following information and requirements namely:
- a) safety considerations affecting the site of the project and its environment;
  - b) health and safety aspects of the associated structures and equipment;
  - c) required submissions on health and safety matters required from the Principal Contractor (and Contractors);
  - d) and the Principal Contractor's (and Sub - Contractors) health and safety plans.
- 3.2 To serve to ensure that the Principal Contractor (and Contractors) is fully aware of what is expected from them with regards to the Occupational Health and Safety Act, 85 of 1993 and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

3.3 To inform the Principal Contractor that the Occupational Health and Safety Act, 85 of 1993 in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 7 February 2014 and incorporated into the above Act by Government Notice R 84, published in Government Gazette 37305 shall specifically apply to all persons involved in the construction work pertaining to this project.

#### **4. DEFINITIONS**

“Purpose of the Act” –To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

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

**"Agent"** –means a competent person who acts as a representative for a client;

**"Client"** –means any person for whom construction work is performed;

**"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 workplace where construction work is being performed;

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

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

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

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

**"Designer"** means-

- (a) a competent person who-
  - (i) prepares a design;
  - (ii) checks and approves a design;
  - (iii) 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
  - (iv) designs temporary work, including its components;
- (b) an architect or engineer contributing to, or having overall responsibility for a design;
- (c) a building services engineer designing details for fixed plant;
- (d) a surveyor specifying articles or drawing up specifications;
- (e) 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;

**"Fall protection plan"** means a documented plan, which includes and provides for—

- (a) all risks relating to working from a fall risk position, considering the nature of work undertaken;

- (b) the procedures and methods to be applied in order to eliminate the risk of falling; and
- (c) a rescue plan and procedures;

**“Health and Safety File”** –means a file, or other record containing the information in writing required by the Construction Regulations;

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

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

**“Method Statement”** –means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

**“Principal contractor”** means an employer appointed by the client to perform construction work;

**“Risk Assessment”** –means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

**“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;

**"Structure"** means—

(a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

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

(c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

**5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT**

5.1 Organizational Structure of EHSMS Responsibilities

All responsibilities fall under the legal requirement of legal appointment letters – each responsible person must have an appointment letter.

ROLE	RESPONSIBILITIES
Client Client Agent	The Client and/or its Agent shall ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(1) (k), implements and maintains the agreed and approved Health and Safety Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any duties under the Act and Regulations.
CEO – Principle Contractor	The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the OHS Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.

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<p>Person responsible for Health and Safety</p> <p>Section 16(2)</p>	<p>All OHS Act (85 /1993), Section 16 (2) appointee/s as detailed in their respective appointment forms shall regularly, in writing, report to management on health and safety matters or deviations identified during routine or ad hoc inspections/ audits. All reports shall be made available to the principal Contractor to become part of their site records (Health &amp; Safety File).</p>
<p>Construction Manager Or Assistant</p>	<p>The Construction Manager and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8 shall regularly, in writing, report to their managers on health and safety matters or deviations identified during inspections. All reports shall be made available to the principal Contractor to become part of site records (Health &amp; Safety File).</p>
<p>SHE Representatives</p>	<p>All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the OHS Act. She Representatives shall inspect and monitor activities on a daily basis and report findings to the Client and Health and Safety manager immediately. These safety representatives have the right to stop any unsafe work or work due to unsafe conditions and report findings and reason immediately to _____ (Company Name) Management.</p>
<p>Other Legal Appointees</p>	<p>Further (Specific) Supervision Responsibilities for OH&amp;S Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the OHS Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.</p>

LEGAL APPOINTMENTS AS REQUIRED IN THE CONSTRUCTION REGULATIONS			
Item	Construction Regulation	Appointment	Responsible Person
1.	5(1)(h)	Principal contractor for each phase or project	Client / Agent
2.	6	Designer	Client / Agent
3.	7(1)(c)(v)	Contractor	Principal Contractor
4.	7(2)(c)	Sub-Contractor	Contractor
5.	8(1)	Construction Manager	Principal Contractor
6.	8(2)	Assistant Construction Manager	Principal Contractor
7.	8(6)	Construction Safety Officer	Principal

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			Contractor & Contractor
8.	8(7)	Construction Supervisor	Construction Manager
9.	8(8)	Assistant Construction Supervisor	Principal Contractor & Contractor
10.	9(1)	Person to carry out risk assessment	Principal Contractor & Contractor
11.	9(4)	Trainer/Instructor	Principal Contractor & Contractor
12.	10(1)(a)	Fall protection officer	Principal Contractor & Contractor
13.	11(2)	Competent structure inspector	Owner
14.	6(2) & 12(1)	Temporary Works Designer	Principal Contractor & Contractor
15.	12(2)	Temporary Works Supervisor	Principal Contractor & Contractor
16.	13(1)(a)	Excavation supervisor	Principal Contractor & Contractor
17.	13(2)(b)(ii)(bb)	Professional engineer or technologist	Principal Contractor & Contractor
18.	13(2)(k)	Explosives expert	Principal Contractor & Contractor
19.	14(1)	Supervisor demolition work	Principal Contractor & Contractor
20.	14(2) + (3)	Demolition expert	Principal Contractor & Contractor
21.	14(11)	Explosives expert	Principal Contractor & Contractor
22.	16(1)	Scaffold supervisor	Principal Contractor & Contractor
23.	17(1)	Suspended platform supervisor	Principal Contractor & Contractor
24.	17(2)(c)	Compliance plan developer	Principal Contractor & Contractor
25.	17(8)(c)	Suspended platform expert	Principal Contractor &

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			Contractor
26.	17(13)	Outrigger expert	Principal Contractor & Contractor
27.	19(8)(a)	Material hoist inspector	Principal Contractor & Contractor
28.	18(1)(a)	Rope access supervisor	Principal Contractor & Contractor
29.	20(1)	Bulk mixing plant supervisor	Principal Contractor & Contractor
30.	20(2)	Bulk mixing plant operator	Principal Contractor & Contractor
31.	21(2)(b)	Explosive actuated fastening device expert	Principal Contractor & Contractor
32.	21(2)(g)(i)	Explosive actuated fastening device controller	Principal Contractor & Contractor
33.	22(a)	Tower crane supervisor	Principal Contractor & Contractor
34.	22(e)	Tower crane operator	Principal Contractor & Contractor
35.	23(1)(d)(i)	Construction vehicle and mobile plant operator	Principal Contractor & Contractor
36.	23(1)(k)	Construction vehicle and mobile plant inspector	Principal Contractor & Contractor
37.	24(d)	Temporary electrical installations inspector	Principal Contractor & Contractor
38.	24(e)	Temporary electrical installations controller	Principal Contractor & Contractor
39.	28(a)	Stacking and storage supervisor	Principal Contractor & Contractor
40.	29(h)	Fire equipment inspector	Principal Contractor & Contractor

This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under paragraph 3 & 4 of the Chapter "Introduction" (page 4) above. This list shall not be assumed to be exclusive or comprehensive.

## **5.2 Communication & Liaison**

- 5.2.1 Communication between the Employer, the Principal Contractor, Contractors, Project manager, Architect and other concerned parties shall take place in the SHE Committee or Project meeting;
- 5.2.2 In addition to the above, communication may be directed to the Client or Client Agent, in writing, as and when the need arises;
- 5.2.3 The workforce may consult on Health and Safety matters with their Supervisor or She Representative;
- 5.2.4 The Principal Contractor shall be responsible for the dissemination of all relevant Health and Safety information to Contractors and other Contractors e.g. design changes agreed with the Client and its Agent; instruction issued by the Client agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

## **6. INTERPRETATION**

- 6.1 The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the "owner(s)" and consultant and /or between the "owner(s)" and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties;
- 6.2 In terms of the Construction Regulations the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition;
- 6.3 The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site;
- 6.4 Contractors are required to operate under the control (in terms of all health and safety measures which are covered in the Construction Regulations) of the

Principal Contractor. Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which Contractors have to comply. The Principal Contractor will, however, not have to actually fulfil such requirements in respect of any of the work / functions of any Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.

## **7. RESPONSIBILITIES**

7.1 In terms of Construction regulation 5 a Client must-

- 1 (a) prepare a baseline risk assessment for an intended construction work project;
- (b) prepare a suitable, sufficiently documented and coherent site specific health and safety specification for the intended construction work based on the baseline risk assessment contemplated in paragraph (a);
- (c) provide the designer with the health and safety specification contemplated in paragraph (b);
- (d) ensure that the designer takes the prepared health and safety specification into consideration during the design stage;
- (e) ensure that the designer carries out all responsibilities contemplated in regulation 6;
- (f) include the health and safety specification in the tender documents;
- (g) ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
- (h) ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely;
- (i) take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations;
- (j) ensure before any work commences on a site 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);
- (k) appoint every principal contractor in writing for the project or part thereof on the construction site;

- (l) discuss and negotiate with the principal contractor the contents of the principal contractor's health and safety plan contemplated in regulation 7(1), and must thereafter finally approve that plan for implementation;
  - (m) ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor;
  - (n) take reasonable steps to ensure that each contractor's health and safety plan contemplated in regulation 7(1)(a) is implemented and maintained;
  - (o) 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;
  - (p) ensure that a copy of the health and safety audit report contemplated in paragraph (o) is provided to the principal contractor within seven days after the audit;
  - (q) 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 client's health and safety specifications and the principal contractor's health and safety plan for the site;
  - (r) 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; and
  - (s) ensure that the health and safety file contemplated in regulation 7(1)(b) is kept and maintained by the principal contractor.
- (2) Where a client requires additional work to be performed as a result of a design change or an 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.
- (3) Where a fatality or permanent disabling injury occurs on a construction site, the client must ensure that the contractor provides the provincial director with a report contemplated in section 24 of the Act, in accordance with regulations 8 and 9 of the General Administrative Regulations, 2013, and that the report includes the measures that the contractor intends to implement to ensure a safe construction site as far as is reasonably practicable.
- (4) Where more than one principal contractor is appointed as contemplated in sub-regulation (1)(k), the client must take reasonable steps to ensure co-operation between all principal contractors and contractors in order to ensure compliance with these Regulations.
- (5) Where a construction work permit is required as contemplated in regulation 3(1), the client must, without derogating from his or her health and safety responsibilities or liabilities, appoint a competent person in writing as an agent to act as his or her representative, and where such an appointment is made the duties that are imposed by these Regulations upon a client, apply as far as reasonably practicable to the agent so appointed.
- (6) Where notification of construction work is required as contemplated in regulation 4(1), the client may, without derogating from his or her health and safety responsibilities or liabilities, appoint a competent person in writing as an

agent to act as his or her representative, and where such an appointment is made the duties that are imposed by these Regulations upon a client, apply as far as reasonably practicable to the agent so appointed: Provided that, where the question arises as to whether an agent is necessary, the decision of an inspector is decisive.

- (7) An agent contemplated in sub-regulations (5) and (6) must—
- (a) manage the health and safety on a construction project for the client; and
  - (b) be registered with a statutory body approved by the Chief Inspector as qualified to perform the required functions;
- (8) When the chief inspector has approved a statutory body as contemplated in sub regulation (7)(b), he or she must give notice of that approval in the Gazette.

## **7.2 Principal Contractor**

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly;
  
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract;

c) (1) A principal contractor must further —

(a) 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 contemplated in regulation 5(1)(b), 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;

(b) 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

(c) on appointing any other contractor, in order to ensure compliance with the provisions of the Act—

(i) provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications contemplated in regulation 5(1)(b) pertaining to the construction work which has to be performed;

(ii) ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;

(iii) 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;

(iv) 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;

(v) appoint each contractor in writing for the part of the project on the construction site;

(vi) take reasonable steps to ensure that each contractor's health and safety plan contemplated in sub regulation (2)(a) is implemented and maintained on the construction site;

(vii) 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;

(viii) 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;

(ix) 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; and

(x) discuss and negotiate with the contractor the contents of the health and safety plan contemplated in sub-regulation (2)(a), and must thereafter finally approve that plan for implementation;

(d) ensure that a copy of his or her health and safety plan contemplated in paragraph (a), as well as the contractor's health and safety plan contemplated in sub-regulation (2)(a), is available on request to an employee, an inspector, a contractor, the client or the client's agent;

(e) hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation referred to in sub-regulation (2)(b), include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

(f) in addition to the documentation required in the health and safety file in terms

of paragraph (c)(v) and sub-regulation (2)(b), 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; and

(g) 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.

(2) A contractor must prior to performing any construction work—

(a) 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 contemplated in regulation 5(1)(b) and provided by the principal contractor in terms of sub-regulation (1)(a), 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;

(b) 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;

(c) 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;

(d) co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act; and

(e) 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.

(3) Where a contractor appoints another contractor to perform construction work, the duties determined in sub-regulation (1)(b) to (g) that apply to the principal contractor apply to the contractor as if he or she were the principal contractor.

(4) 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.

(5) 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.

(6) A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

(7) A contractor must at all times keep on his or her construction site records of the health and safety induction training contemplated in sub-regulation (6) and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor;.

(8) 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.

## **8. SCOPE OF WORK**

These specifications are applicable to the specific scope of work pertaining to Mandeni Youth Enterprise Park as detailed in the tender documents.

The Client or its Agent will provide a scope of work to the Principal Contractor.

As a result of the inherent nature of the Health and Safety Specifications document, specific relevant information on the project must be provided and it may be necessary to draft the required information under this paragraph on a separate attached document.

If at any time after commencement of the project changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are to be made available to the Principal Contractor to execute the work safely. The Principal Contractor and Contractors –shall for the duration of the project make available SHE Representatives on a daily basis to inspect the workplace.

According to Construction Regulation 7(1) (c) (ii) all potential contractors submitting tenders must make provision for the cost of health and safety measures during the construction process. When submitting a tender the Principal Contractor shall therefore, make provision for the cost of health and safety measures in terms of their documented Health and Safety Plan and EI – Enterprise Ilembe Health and Safety Specifications. The cost shall be clearly specified and quantified within the tender document under a section for health and safety.

*The Health and Safety Plan is therefore to be included with the Tender documents when Tenders are invited for the Project.*

## **9. HEALTH AND SAFETY FILE**

The Principal Contractor must, in terms of Construction Regulation 7(2) (b), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

### **IMPORTANT:**

The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

## **10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE**

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report monthly on their performance to the Client or its

Agent.

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

The Principal Contractor is required to perform risk assessments, compile Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (see 4. below "Project/Site Specific Requirements").

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

**12. ARRANGEMENTS FOR MONITORING AND REVIEW**

**12.1 Periodical Audit by Client or its Agent.**

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor to comply with Construction Regulation 7(1) (c) (vii) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan (audits must be done at least once every 30 days).

**12.2 Other audits and inspections by client or agent.**

The Client or its Agent reserves the right to conduct any ad hoc audits and inspections as it deems necessary.

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

**12.3 Incident Investigation and Reporting**

12.3.1 The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- Dies;

- becomes unconscious;
- loses a limb or part of a limb;
- is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed.

or where:

- a major incident occurred;
- the health or safety of any person was endangered (this could be a near miss);
- where a dangerous substance was spilled;
- the uncontrolled release of any substance under pressure took place;
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects;
- machinery ran out of control.

to the Provincial Director of the Department of Labour within seven days and at the same time to the Client or its Agent.

Refer in this regard to Section 24 of the Act, Construction Regulation 5(3) & General Administrative Regulation 8.

12.3.2 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations;

12.3.3 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report";

12.3.4 The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports including the reports contemplated in clause 12.7, 12.8.2, 15, 16, 17, 21 and 22 below. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to any of the following:

- Project Manager / Client / Agent; and
- Health and Safety Manager.

## **12.4 Review**

- The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Construction Planning and Progress Report meeting as the construction work develops and progresses. Each time changes are made to the designs, plans and construction methods and processes. These items must be reviewed;
- The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

## **12.5 Site Rules and other Restrictions**

### **12.5.1 Site OH&S Rules**

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

### **12.5.2 Security Arrangements**

- The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site;
- Additional Access Rules may be imposed by the Project Manager or Client Agent in the interest of the safety of Principal Contractor/Contractor employees, visitors and customers;
- The Principal Contractor must develop a set of Security rules and procedures for their allocated site and maintain these

throughout the construction period. These security rules must be submitted to the Client for approval. Additional security measures or rules may be specified for risk minimisation purposes;

- If not already tasked to the H&S Officer appointed in terms of Construction Regulation 8(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

## **12.6 Training**

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

### **12.6.1 General Induction Training**

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

### **12.6.2 Site Specific Induction Training**

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

### **12.6.3 Other Training**

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

- All employees performing jobs requiring specific training in terms of the OHS Act 85, 1993 and Regulations must submit proof of such training;
- Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):
  - General Induction (Section 8 of the Act & CR 7(5));
  - Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act & CR 7(5)&(6));
  - Site/Project Manager;
  - Construction Supervisor;
  - OH&S Representatives (Section 18 (3) of the Act);
  - Training of the Appointees indicated in 12.6.1 & 12.6.2 above;
  - Operation of Cranes (Driven Machinery Regulations 18 (11));
  - Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 23);
  - Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 29);
  - As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3);
  - Storekeeping Methods & Safe Stacking (Construction Regulation 28);
  - Emergency, Security and Fire Coordinator.

## **12.7 Incident Investigation**

The Principal Contractor is responsible to oversee the investigation of all incidents. This will include first aid, medical treatment by a doctor and hospital or clinic cases. (General Administrative Regulation 9).

All incidents must be recorded in the Accident/Incident Register. (General Administrative Regulation 9).

The Principal Contractor is responsible for the investigation of all incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the corrective action to prevent similar incidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

Notwithstanding the requirements of Section 24 of the Act, All incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

## **12.8 SHE Representatives and SHE Committees**

### **12.8.1** Designation of SHE Representatives

- Where the Principal Contractor employs more than 20 persons (including the employees of the Contractors) he has to appoint a minimum of one SHE Representatives, then he must appoint one for every 50 employees or part thereof. *(OHS Act85, 1993 - Section 17 and GAR 6; 7.);*
- These SHE Representatives shall be designated in writing.

### **12.8.2** Duties and Functions of the H&S Representatives *(This is based on the Construction norms and is not an exhaustive list)*

- The Principal Contractor must ensure that the designated SHE Representatives conduct a formal weekly inspection of their respective areas of responsibility using a checklist. All findings must be reported to the Principal Contractor. The reports shall be submitted to the Health and Safety Committee for action. Record shall be kept in the form of minutes;
- SHE Representatives must take part in incident investigations;
- SHE Representatives shall be members of at least one SHE Committee and attend all the SHE Committee meetings.

### **12.8.3 Establishment of H&S Committee(s)**

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on an H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members (who are not allowed to vote on issues discussed) and determine the procedures of the meetings including the chairmanship.

Legally, the H&S Committee must meet minimum every 3 months but it is advised that they meet at least once a month and consider, at least, the following Agenda for the *first meeting*. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

Agenda:

- 1) Opening and determining of chairmanship (only when necessary);
- 2) Facilities and Hygiene;
- 3) Housekeeping;
- 4) Incidents and incident investigation; and
- 5) Inspection checklists and Registers:
  - a H&S Rep. Inspections;
  - b. Matters of First Aid;
  - c. Scaffolding;
  - d. Ladders;
  - e. Excavations;
  - f. Portable Electric Equipment;
  - g. Fire Equipment;
  - h. Explosive Power Tools;
  - i. Power Hand tools;
  - j. Incident Investigation reports;
  - k. Pressure Equipment and vessels under pressure;

- I. Personal Protective Equipment.
- 6) Safety Statistics;
- 7) Health and Safety Awareness / Training / Posters and Symbolic signs;
- 8) First Aiders and First Aid equipment;
- 9) Demarcation of work- /hazardous-/safe areas/walkways;
- 10) Safety Suggestions;
- 11) Environmental Management;
- 12) General;
- 13) Date of Next Meeting; and
- 14) Closing

### **13. PROJECT/SITE SPECIFIC REQUIREMENTS**

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

RECEIVE CONTRACT AWARD

CONDUCT PLANNING

EXECUTE SITE ESTABLISHMENT:

- o Office/s;
- o Secure/Safe Storage and storage areas for materials, plant & equipment;
- o Ablution facilities;
- o Sheltered dining area;
- o Vehicle access to the site;
- o Location of existing Services.

APPOINT CLO

APPOINT LABOUR

EXPOSING OF SERVICES

- o Digging trenches by hand;
- o Marking identified services.

**Work Packages that will make up all the scope of the project**

- Concrete, formwork and reinforcement;
- Masonry;
- Waterproofing;
- Roof coverings and structures;
- Carpentry and joinery;
- Ceilings and Partitions;
- Floor Coverings;
- Ironmongery;
- Structural steelwork;
- Metalwork;
- Plastering;
- Internal Plumbing;
- Glazing;
- Paintwork;
- Electrical works; and
- Clean and Finish.

**External Works**

- General site works, roads and paving;
- Storm water drainage;
- Sewer;
- Security Fencing;
- Access gates; and
- Area lighting, landscaping.
- 

**Task Activities undertaken in the execution of the above mentioned work packages, and must be addressed in the safety plan of the contractor.**

- Installation and Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment;
- Adjacent properties and surrounding building exposures;
- Boundaries and Access control/Public Liability Exposures;
- Exposure to Noise;
- Exposure to Vibration;
- Protection against dehydration and heat exhaustion;
- Protection from the elements.

**Use of Portable Electrical Equipment including:**

- Angle grinder;
- Electrical Drilling machine;
- Skill saw.

**Excavations including:**

- Ground/soil conditions;
- Trenching;
- Shoring;
- Drainage;
- Daily inspections.

**Welding including:**

- Arc Welding;
- Gas welding;
- Flame Cutting;
- Use of LP Gas torches and appliances.

Loading and Offloading of Trucks.

Aggregate/Sand and other Materials Delivery.

Manual and Mechanical Handling of equipment.

Lifting and Lowering Operations done by mobile cranes.

**Driving & Operation of Construction Vehicles and Mobile Plant including:**

- Trenching machine;
- Excavator;
- Roller;
- Plate Compactor;
- Front End Loader;
- Grader;
- Vibrating Roller;
- Water Truck;
- Dozer;
- Articulated Dump Trucks.

Mobile Cranes and the ancillary lifting tackle.

Parking of Vehicles & Mobile Plant.

Towing of Vehicles & Mobile Plant.

Use and Storage of Flammable Liquids and other Hazardous Substances – (the client and/or its agent appointed on its behalf to be informed of this prior to commencing of the project).

Layering and Bedding of trench floor.

Installation of Pipes in trenches.

Backfilling and compacting of Trenches.

Protection against Flooding.

Use of Explosives – (the client and/or its Agent appointed on its behalf to be informed of this prior to commencing of the project).

Protection from Overhead Power Lines.

As discovered by the Principal Contractor's hazard identification exercise.

As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site.

As discovered from any accident/incident investigation.

13.1 The following are in particular requirements depending on scope of works and will form a basis for compliance audits.

1. Administrative and Legal Requirements;
2. Education, Training & Promotion;
3. Public Safety and Emergency Preparedness;
4. Personal Protective Equipment;
5. Housekeeping;
6. Scaffolding, Formwork & Support work;
7. Ladders;
8. Electrical Safeguarding;
9. Emergency Procedures /Fire Prevention and Protection;
10. Excavations and Demolition;
11. Tools;
12. Cranes and other driven machinery;
13. Personnel and Material Hoists;
14. Transport and Materials Handling;
15. Site Plant and Machinery;
16. Stacking and Storage Site/ Yards/ Site Workshops Specifics;
17. Health and Hygiene; and
18. Facilities.

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

**Administrative & Legal Requirements**

<b>OHS Act Section/ Regulation</b>	<b>Subject</b>	<b>Requirements</b>
Construction. Regulation 3 & 4	Application for construction work permit Notice of carrying out Construction work	Department of Labour must be notified by the client and by the contractor. Copy of Notice available on Site. Work permit to be displayed at the entrance if required.
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations available on site. Readily available for perusal by employees.
COID Act Section 80	Registration with Compensation Insurer	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 5(1)	SHE Specification and Program	SHE Spec received from Client and/or its Agent SHE Program developed and updated.
Section 8(2)(d) of the OHS Act and Regulation 5(1) & 7 of the Construction.	Hazard Identification & Risk Assessment	Identifications of hazards/Recorded Risk Assessment and – Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Contractors informed/trained
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 8(1)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Manager with job description
Construction. Regulation 8(2)	Designation of Assistant for above	Competent person appointed in writing as Assistant Construction Manager with job description
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of SHE Representatives	More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	SHE Committee/s established. All SHE Reps shall be members of SHE Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Actioned by Management.

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Section 37(1) & (2)	Agreement with Mandatories/ Contractors	Written agreement with Contractors List of Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing (COID) Construction Manager designated Written arrangements regarding SHE Reps and Committee (OHSA Section 17,18) Written arrangements for First Aid (COID)
Section 24 & General Admin. Regulation 8, Construction Regulation 5(3) & COID Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	Investigation and Recording of Incidents	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 10	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated and available on Site
Construction. Regulation 10(5)	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof on site
Construction. Regulation 11	Structures	<b>Information re. the structure being erected received from the Designer including:</b> - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept

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Construction Regulations 12	Temporary Works	<b>Competent persons appointed in writing to:</b> <ul style="list-style-type: none"> <li>- Inspect structures</li> <li>- Ensure that design are followed</li> </ul>
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: <ul style="list-style-type: none"> <li>- before every shift</li> <li>- after any blasting</li> <li>- after an unexpected fall of ground</li> <li>- after any substantial damage to the shoring</li> <li>- after rain. Inspections register kept</li> </ul> Method statement developed where explosives will be/ are used
Construction. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept
Construction Regulation 15	Tunneling	<b>No people permitted to enter a tunnel if which has a height dimension of less than 800 millimetres</b>
Construction. Regulation 16	Scaffolding	<b>Competent persons appointed in writing to:</b> <ul style="list-style-type: none"> <li>- erect scaffolding (Scaffold Erector/s)</li> <li>- act as Scaffold Team Leaders</li> <li>- inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s)</li> </ul> Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept

<p>Construction. Regulation 17</p>	<p>Suspended Platforms</p>	<p><b>Competent persons appointed in writing to:</b></p> <ul style="list-style-type: none"> <li>- control the erection of Suspended platforms</li> <li>- act as Suspended platforms Team Leaders</li> <li>- inspect Suspended Scaffolding weekly and after inclement weather</li> </ul> <p>Risk Assessment conducted Certificate of Authorization issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour</p> <p><b>The following inspections of the whole installation carried out by a competent person</b></p> <ul style="list-style-type: none"> <li>- after erection and before use</li> <li>- daily prior to use. Inspection register kept</li> </ul> <p>The following tests to be conducted by a competent person:</p> <ul style="list-style-type: none"> <li>- load test of whole installation and working parts every three months</li> <li>- hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept</li> </ul> <p>Employees working on Suspended Platform medically examined for physical &amp; psychological fitness. Written proof available</p>
<p>Construction Regulation 18</p>	<p>Rope Access Work</p>	<p><b>Competent person appointed</b> in writing as a rope access supervisor to supervise the activities. Operators must be licensed to carry out their work. A site specific fall protection plan must be available to the specific site and environment.</p>
<p>Construction. Regulation 19</p>	<p>Materials Hoist</p>	<p><b>Competent person appointed</b> in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.</p>
<p>Construction. Regulation 20</p>	<p>Bulk Mixing Plants</p>	<p><b>Competent person appointed</b> to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept</p>
<p>Construction. Regulation 21</p>	<p>Explosive actuated fastening device</p>	<p><b>Competent person appointed</b> to control the issue of the Explosive Powered Tools &amp; cartridges and the service, maintenance and cleaning. Register kept. Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use Work areas are demarcated!</p>

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<p>Construction. Regulation 22/ Driven Machinery Regulations 18 &amp; 19</p>	<p>Cranes &amp; Lifting Machines Equipment</p>	<p>Competent person appointed in writing to inspect Cranes, Lifting Machines &amp; Equipment Written Proof of Competence of above appointee available on Site. Cranes &amp; Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane <b>Inspection:</b> - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application</p>
<p>Construction. Regulation 24/Electrical Machinery Regulations 9 &amp; 10/ Electrical Installation Regulations</p>	<p>Inspection &amp; Maintenance of Electrical Installation &amp; Equipment (including portable electrical tools)</p>	<p><b>Competent person appointed</b> in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation &amp; equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools, electric lights and extension leads must be uniquely identified/numbered. Weekly visual inspection by User/Issuer/Storeman. Register kept.</p>
<p>Construction Regulation 25</p>	<p>Use of temporary storage of flammable liquids on construction site</p>	<p>Flammable liquids must be stored in a way that it does not cause a fire or explosion hazard, and that the workplace is well ventilated. Suitable notices to be posted.</p>
<p>Construction Regulations 26</p>	<p>Water environments</p>	<p>If construction is performed over on in close proximity of water, then provision must be made to prevent persons from falling into water and have a rescue plan in case of such incident happening to prevent drowning.</p>
<p>Construction Regulation 27</p>	<p>Housekeeping</p>	<p>Suitable housekeeping measures must be implemented to reduce the risk of injuries and damage to the structures, machinery, etc. Debris must be removed with a chute from a high place. Construction area must be fenced off.</p>
<p>Construction. Regulation 28/ General Safety Regulation 8(1)(a)</p>	<p>Designation of Stacking &amp; Storage Supervisor.</p>	<p><b>Competent Person/s</b> with specific knowledge and experience designated to supervise all Stacking &amp; Storage Written Proof of Competence of above appointee available on Site</p>

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<p>Construction. Regulation 29/ Environmental Regulation 9</p>	<p>Designation of a Person to Co- ordinate Emergency Planning and Fire Protection</p>	<p>Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan &amp; Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. And inspection register kept. Serviced annually</p>
<p>Construction Regulation 30</p>	<p>Employees Facilities</p>	<p>The contractor must provide and maintain in hygienic condition facilities for employees that include:</p> <ul style="list-style-type: none"> <li>• Showers (1 for every 15 employees)</li> <li>• Sanitary facilities for each sex (1 for every 30 employees)</li> <li>• Changing facilities for each sex</li> <li>• Sheltered eating areas</li> </ul>
<p>General Safety Regulation 3</p>	<p>First Aid</p>	<p>Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&amp;S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries</p>
<p>General Safety Regulation 2</p>	<p>Personal Safety Equipment (PPE)</p>	<p>PPE Risk Assessment carried out Items of PPE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PPE. PPE remains property of Employer, and is not to be removed from the premises GSR 2(4)</p>
<p>General Safety Regulation 9</p>	<p>Inspection &amp; Use of Welding/Flame Cutting Equipment</p>	<p><b>Competent Person/s</b> with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately Equipment identified/numbered and entered into a register</p>

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		Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 25	Control of Storage & Usage of HCS and Flammables	<b>Competent Person/s</b> with specific knowledge and experience designated to Control the Storage & Usage of HCS (including Flammables) Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty containers
Pressure Equipment Regulations	Pressure Equipment	<b>Competent Person/s</b> with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of Pressure Equipment. Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of Pressure Equipment on Site Inspections & Testing by Approved Inspection Authority (AIA): <ul style="list-style-type: none"> <li>- after installation/re-erection or repairs</li> <li>- every 36 months.</li> <li>- Register/Log kept of inspections, tests. Modifications &amp; repair</li> </ul>
Construction. Regulation 23	Construction Vehicles and Earth Moving Equipment	Operators/Drivers appointed to: <ul style="list-style-type: none"> <li>- Carry out a daily inspection prior to use</li> <li>- Drive the vehicle/plant that he/she is competent to operate/drive</li> </ul> Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept
General Safety Regulation 13A	Inspection of Ladders	<b>Competent person</b> appointed in writing to inspect Ladders Ladders inspected at arrival on site and weekly thereafter. Inspections register kept. Application of the types of ladders (wooden, aluminum etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	Ramps	<b>Competent person appointed</b> in writing to Supervise the erection & inspection of Ramps. Inspection register kept. Daily inspected and noted in register

**Education & Training**

Subject	Requirement
Company OH&S Policy Section 7(1)	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed.
Company/Site SHE Rules (Section 13(a))	Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules.
Induction & Task Safety Training (Section 13(a))	All new employees receive SHE Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions.
General SHE Training (Section 13(a))	All current employees receive specified SHE training: written proof Operators of Plant and Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions.

**Public Safety, Security Measures & Emergency Preparedness**

Subject	Requirement
Notices & Signs	Notices & Signs at entrances / along perimeters indicating <b>“No Unauthorized Entry”</b> . Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. <b>“Visitors to report to Office”</b> Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. <b>General Warning Signs</b>
Site Safeguarding	Nets, Canopies, Platforms, Fences etc. to protect members of the public passing / entering the site.
Security Measures	Access control measures/register in operation Security patrols after hours during weekends and holidays Sufficient lighting after dark Guard has access to telephone/ mobile/other means of emergency communication
Emergency Preparedness	Emergency contact numbers displayed and made available to Security & Guard Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards) Emergency contingency plan available on site/in yard Doors open outwards/unobstructed
Emergency Drill and Evacuation	Emergency alarm audible all over (including in toilets) Adequate No. of employees trained to use Fire Fighting Equipment. Emergency Evacuation Plan available, displayed and practiced.

**Personal Protective Equipment**

Subject	Requirement
PPE needs analysis	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
Head Protection 	All persons on site wearing Hardhats including Contractors and Visitors (where prescribed)
Foot Protection 	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed
Eye and Face Protection 	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: <ul style="list-style-type: none"> <li>• Jack/ Kango Hammers</li> <li>• Angle / Bench Grinders</li> <li>• Electric Drills (Overhead work into concrete / cement / bricks</li> <li>• Explosive Powered tools</li> <li>• Concrete Vibrators / Pokers</li> <li>• Hammers &amp; Chisels</li> <li>• Cutting / Welding Torches</li> <li>• Cutting Tools and Equipment</li> <li>• Guillotines and Benders</li> <li>• Shears</li> <li>• Sanders and Sanding Machines</li> <li>• CO2 and Arc Welding Equipment</li> <li>• Skill / Bench Saws</li> <li>• Spray Painting Equipment etc.</li> </ul>
Hearing Protection 	<u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: <ul style="list-style-type: none"> <li>• Jack / Kango Hammers</li> <li>• Explosive Powered Tools</li> <li>• Wood/Aluminum Working Machines e.g. saws, planers, routers</li> </ul>
Hand Protection 	<u>Protective Gloves</u> worn by employees handling / using: <ul style="list-style-type: none"> <li>• Cement / Bricks / Steel / Chemicals</li> <li>• Welding Equipment</li> <li>• Hammers &amp; Chisels</li> <li>• Jack / Kango Hammers etc.</li> </ul>
Respiratory Protection 	Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using: <ul style="list-style-type: none"> <li>• Dry cement</li> <li>• Dusty areas</li> <li>• Hazardous chemicals</li> <li>• Angle Grinders</li> <li>• Spray Painting etc.</li> </ul>

<p>Fall Prevention Equipment</p> 	<p>Suitable <u>Safety harnesses</u> / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.:</p> <ul style="list-style-type: none"> <li>• Scaffolding</li> <li>• Riggers</li> <li>• Lift shafts</li> <li>• Edge work</li> <li>• Ring beam edges etc.</li> </ul> <p>Other methods of fall prevention applied e.g. catch nets</p>
<p>Protective Clothing</p> 	<p>All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.</p>
<p>PPE Issue &amp; Control</p>	<p>Identified Equipment issued free of charge.          All PPE maintained in good condition. (Regular checks).          Workers instructed in the proper use &amp; maintenance of PPE.          Commitment obtained from wearer accepting conditions and to wear the PPE.          Record of PPE issued kept on H&amp;S File.          PPE remain property of Employer, not to be removed from premises          GSR 2(4)</p>

**Housekeeping**

Subject	Requirement
<p>Scrap Removal System</p>	<p>All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily)                  Scrap/Waste removal from heights by chute/hoist/crane.                  Nothing thrown/swept over sides.                  Scrap disposed of in designated containers/areas                  Removal from site/yard on a regular basis.</p>
<p>Stacking &amp; Storage</p> <p>(See Section 1 for Designation &amp; Register)</p>	<p><u>Stacking:</u></p> <ul style="list-style-type: none"> <li>* Stable, on firm level surface/base.</li> <li>* Prevent leaning/collapsing</li> <li>* Irregular shapes bonded</li> <li>* Not exceeding 3x the base</li> <li>* Stacks accessible</li> <li>* Removal from top only.</li> </ul> <p><u>Storage:</u></p> <ul style="list-style-type: none"> <li>* Adequate storage areas provided.</li> <li>* Functional – e.g. demarcated storage areas/racks/bins etc.</li> <li>* Special areas identified and demarcated e.g. flammable gas, cement etc.</li> <li>* Neat, safe, stable and square.</li> <li>* Store/storage areas clear of superfluous material.</li> <li>* Storage behind sheds etc. neat/under control.</li> <li>* Storage areas free from weeds, litter etc.</li> </ul>

**Bid No.: T02 - Construction of Mandeni Youth Enterprise Park (YEP)**

Waste Control/Reclamation	<p>Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas.</p> <p>All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber).</p> <p>Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.</p>
Contractors (Housekeeping)	Contractors required to comply with Housekeeping requirements.

**Working at Heights (including roof work)**

Subject	Requirement
Openings	Unprotected openings adequately guarded/fenced/barricaded/catch nets installed
Roof work	<p>Roof work discontinued when bad/hazardous weather</p> <p>Fall protection measures (including warning notices) when working close to edges or on fragile roofing material</p> <p>Covers over openings in roof of robust construction/secured against displacement</p>

**Scaffolding / Formwork / Support Work**

Subject	Requirement
Access/System Scaffolding	<ul style="list-style-type: none"> <li>• Foundation firm / stable</li> <li>• Sufficient bracing.</li> <li>• Tied to Structure/prevented from side or cross movement</li> <li>• Platform boards in good condition/sufficient/secured.</li> <li>• Handrails and toe boards provided.</li> <li>• Access ladders / stairs provided.</li> <li>• Area/s under scaffolding tidy.</li> <li>• Safe/unsafe for use signs</li> <li>• Complying with OH&amp;S Act/SABS 085</li> </ul>

**Bid No.: T02 - Construction of Mandeni Youth Enterprise Park (YEP)**

Free Standing Scaffolding	<ul style="list-style-type: none"> <li>• Foundation firm / stable</li> <li>• Sufficient bracing.</li> <li>• Platform boards in good condition/sufficient/secured.</li> <li>• Handrails and toe boards provided.</li> <li>• Access ladders / stairs provided.</li> <li>• Area/s under scaffolding tidy.</li> <li>• Safe/unsafe for use signs</li> <li>• Height to base ratio correct</li> <li>• Outriggers used /tied to structure where necessary</li> <li>• Complying with OH&amp;S Act/SABS 085</li> </ul>
Mobile Scaffolding	<ul style="list-style-type: none"> <li>• Foundation firm / stable</li> <li>• Sufficient bracing.</li> <li>• Platform boards in good condition/sufficient/secured.</li> <li>• Handrails and toe boards provided.</li> <li>• Access ladders / stairs provided.</li> <li>• Area/s under scaffolding tidy.</li> <li>• Safe/unsafe for use signs</li> </ul>
Mobile Scaffolding	<ul style="list-style-type: none"> <li>• Wheels / swivels in good condition</li> <li>• Brakes working and applied.</li> <li>• Height to base ratio correct.</li> <li>• Outriggers used where necessary</li> <li>• Complying with OH&amp;S Act/SABS 085</li> </ul>
Suspended Scaffolding	<ul style="list-style-type: none"> <li>• Outriggers securely supported and anchored.</li> <li>• Correct No. of steel wire ropes used.</li> <li>• Platform as close as possible to the structure.</li> <li>• Handrails on all sides</li> <li>• All winches / ropes / cables / brakes inspected regularly and replaced as prescribed</li> <li>• Scaffolding complies with OHS Act (Act 85/93)</li> <li>• Winch(es) maintained by competent person(s)</li> </ul>
Formwork / Support Work	<ul style="list-style-type: none"> <li>• All components in good condition.</li> <li>• Foundation firm / stable.</li> <li>• Adequate bracing / stability ensured.</li> <li>• Good workmanship / uprights straight and plumb.</li> <li>• Good cantilever construction.</li> <li>• Safe access provided.</li> <li>• Areas under support work tidy.</li> <li>• Same standards as for system scaffolding.</li> </ul>
Special Scaffolding	<ul style="list-style-type: none"> <li>• Special Scaffolding e.g. Cantilever, Jib and Truss-out scaffolds erected to an acceptable standard and inspected by specialists.</li> </ul>
Edges & Openings	<ul style="list-style-type: none"> <li>• Edges barricaded to acceptable standards.</li> <li>• Manhole openings covered / barricaded.</li> <li>• Openings in floor / other openings covered, barricaded/fenced.</li> <li>• Stairs provided with handrails.</li> <li>• Lift shafts barricaded / fenced off.</li> </ul>

**Ladders**

Subject	Requirement
Physical Condition / Use & Storage	<ul style="list-style-type: none"> <li>• Stepladders - hinges/stays/braces/stiles in order.</li> <li>• Extension ladders - ropes/rungs/stiles/safety latch/hook in order.</li> <li>• Extension / Straight ladders secured or tied at the bottom / top.</li> <li>• No joined ladders used</li> <li>• Wooden ladders are never painted except with varnish</li> <li>• Aluminum ladders NOT to be used with electrical work</li> <li>• All ladders stored on hooks / racks and not on ground.</li> <li>• Ladders protrude 900 mm above landings / platforms / roof.</li> <li>• Fixed ladders higher than 5 m have cages/Fall arrest system</li> </ul>

**Electricity (as part of, or additional to the manual “Safety & Switching Procedures for Electrical Installations” - see attached document)**

Subject	Requirement
Electrical Distribution Boards & Earth Leakage	<ul style="list-style-type: none"> <li>• Color coded / numbered / symbolic sign displayed.</li> <li>• Area in front kept clear and unobstructed.</li> <li>• Fitted with inside cover plate / openings blanked off / no exposed “live” conductors / terminals/Door kept close</li> <li>• Switches / circuit breakers identified.</li> <li>• Earth leakage protection unit fitted and operating.</li> <li>• Tested with instrument: Test results within 15 – 30 milliamps</li> <li>• Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door</li> <li>• Apertures and openings used for extension leads to be protected against the elements and especially rain</li> </ul>
Electrical Installations & Wiring	<p>Temporary wiring / extension leads in good condition / no bare or exposed wires.</p> <p>Earthing continuity / polarity correct:</p> <p><b>Looking at the open connectors to connect the wiring, the word “Brown” has the letter ‘R’ in it, so the <u>b’R’own</u> wire connects to the ‘R’ight hand connector. “Blue” has the letter ‘L’ in it, so the <u>b’L’ue</u> wire connects to the ‘L’eft hand connector.</b></p> <p>Cables protected from mechanical damage and moisture.</p> <p>Correct loading observed e.g. no heating appliance used from lighting circuit etc.</p> <p>Light fittings/lamps protected from mechanical damage/moisture.</p> <p>Cable arrestors in place and used inside plugs</p>
Physical condition of Electrical Appliances & Tools	<p><u>Electrical Equipment and Tools:</u> (includes all items plugging in to a 16 Amp supply socket)</p> <ul style="list-style-type: none"> <li>• Insulation / casing in good condition.</li> <li>• Earth wire connected/intact where not of double insulated design</li> <li>• Double insulation mark indicates that no earth wire is to be connected.</li> <li>• Cord in good condition/no bare wires/secured to machine &amp; plug.</li> <li>• Plug in good condition, connected correctly and correct polarity.</li> </ul>

**Emergency and Fire Prevention and Protection**

Subject	Requirement
<p>Fire Extinguishing Equipment</p> 	<p>Fire Risks Identified and on record  <u>The correct and adequate Fire Extinguishing Equipment available for:</u></p> <ul style="list-style-type: none"> <li>• Offices</li> <li>• General Stores</li> <li>• Flammable Store</li> <li>• Fuel Storage Tank/s and catchment well</li> <li>• Gas Welding / Cutting operations</li> <li>• Where flammable substances are being used / applied.</li> <li>• * Equipment Easily Accessible</li> </ul>
<p>Maintenance</p>	<p>Fire equipment checked minimum monthly, serviced yearly</p>
<p>Location &amp; Signs</p>	<p><u>Fire Extinguishing Equipment:</u></p> <ul style="list-style-type: none"> <li>• Clearly visible</li> <li>• Unobstructed</li> <li>• Signs posted including "No Smoking" / "No Naked Lights" where required. (Flammable store, Gas store, Fuel tanks etc.)</li> </ul>
<p>Storage Issue &amp; Control of Flammables (incl. Gas cylinders)</p> 	<p>Storage Area provided for flammables with suitable doors, ventilation, bund etc.</p> <ul style="list-style-type: none"> <li>• Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied</li> <li>• Only sufficient quantities issued for one task or one day's usage</li> <li>• Separate, special gas cylinder store/storage area.</li> <li>• Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated.</li> <li>• Types of Gas Cylinders clearly identified as well as the storage area and stored separately.</li> <li>• Full cylinders stored separately from empty cylinders.</li> <li>• All valves, gauges, connections, threads of all vessels to be checked regularly for leaks.</li> <li>• Leaking acetylene vessels to be returned to the supplier <b>IMMEDIATELY.</b></li> </ul>
<p>Storage, Issue &amp; Control of Hazardous Chemical Substances (HCS)</p> 	<ul style="list-style-type: none"> <li>• HCS storage principles applied: products segregated</li> <li>• Only approved, non-expired HCS to be used</li> <li>• Only the prescribed PPE shall be used as the minimum protection</li> <li>• Provision made for leakage/spillage containment and ventilation</li> <li>• Emergency showers/eye wash facilities provided</li> <li>• HCS under lock &amp; key controlled by designated person</li> <li>• Decanted/issued in containers as prescribed with information/warning labels</li> <li>• Disposal of unwanted HCS by accredited disposal agent</li> <li>• No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site</li> <li>• All vessels or containers to be regularly checked for leaks</li> </ul>

**Excavations**

Subject	Requirement
Excavations deeper than 1.5 m. Based on the risk assessment.	<ul style="list-style-type: none"> <li>• Shored / braced to prevent caving / falling in.</li> <li>• Provided with an access ladder.</li> <li>• Excavations guarded/barricaded/lighted after dark in public areas</li> <li>• Soil dumped at least 1 m away from edge of excavation</li> <li>• On sloping ground soil dumped on lower side of excavation</li> <li>• All excavations are subject to daily inspections</li> </ul>

**Tools**

Subject	Requirement
Hand Tools	<p><u>Shovels / Spades / Picks:</u></p> <ul style="list-style-type: none"> <li>• Handles free from cracks and splinters</li> <li>• Handles fit securely</li> <li>• Working end sharp and true</li> </ul> <p><u>Hammers:</u></p> <ul style="list-style-type: none"> <li>• Good quality handles, no pipe or reinforcing steel handles.</li> <li>• Handles free from cracks and splinters</li> <li>• Handles fit securely</li> </ul> <p><u>Chisels:</u></p> <ul style="list-style-type: none"> <li>• No mushroomed heads / heads chamfered</li> <li>• Not hardened</li> <li>• Cutting edge sharp and square</li> </ul> <p><u>Saws:</u></p> <ul style="list-style-type: none"> <li>• Teeth sharp and set correctly</li> <li>• * Correct saw used for the job</li> </ul>
Explosive Powered Tools.	<ul style="list-style-type: none"> <li>• Only used by trained / authorized personnel.</li> <li>• Prescribed warning signs placed / displayed where tool is in use.</li> <li>• Work area must be properly isolated/demarcated during use of tool.</li> <li>• Inspected at least monthly by competent person and results recorded.</li> <li>• Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded.</li> <li>• Cleaned daily after use.</li> </ul>

**Cranes**

Subject	Requirement
Tower Crane	<ul style="list-style-type: none"> <li>• Only operated by trained authorized operator with valid certificate of training</li> <li>• Structure - no visible defects</li> <li>• Electrical installation good/safe</li> <li>• Crane hook: Throat pop marked/safety latch fitted/functional</li> <li>• SWL/MML displayed</li> <li>• Limit switches with backup switches fitted/operational</li> <li>• Access Ladder fitted with backrests/Fall arrest system installed</li> <li>• Lifting tackle in good condition/inspection color coding</li> <li>• Lifting tackle checked daily</li> </ul>
Mobile Crane	<ul style="list-style-type: none"> <li>• Only operated by trained authorized operator with valid certificate of training</li> <li>• Rear view mirrors</li> <li>• Windscreen visibility good</li> <li>• Windscreen wipers operating effectively</li> <li>• Indicators operational</li> <li>• Hooter working</li> <li>• Tyres safe/sufficient tread/pressure visibly sufficient</li> <li>• No missing Wheel nuts</li> <li>• Headlights, taillights operational</li> <li>• Reverse alarm working and audible and known by all employees</li> </ul>
Mobile Crane continued	<ul style="list-style-type: none"> <li>• Grease nipples and grease on all joints</li> <li>• No Oil leaks</li> <li>• Hydraulic pipes visibly sound/no leaks</li> <li>• No corrosion on Battery terminals</li> <li>• Boom visibly in good condition/no apparent damage</li> <li>• Cable/sheaves greased/no visible damage/split wires/corrosion and checked daily</li> <li>• Brakes working properly</li> <li>• Crane hook: Throat pop marked/safety latch fitted/functional</li> <li>• SWL/MML displayed</li> <li>• By-pass valves operational</li> <li>• Deflection chart displayed/visible to operator/driver</li> <li>• Outriggers functional used</li> </ul>
Gantry Crane	<ul style="list-style-type: none"> <li>• Only operated by trained authorized persons</li> <li>• Correct slinging techniques used</li> <li>• Recognized/displayed on chart signals used</li> <li>• Log book kept/up to date</li> <li>• Prescribed inspections conducted on crane &amp; lifting tackle and checked daily</li> <li>• "Crane overhead" signage, where applicable</li> <li>• Crane hook: Throat pop marked/safety latch fitted/functional</li> <li>• SWL/MML displayed/load limiting switches fitted/operational</li> </ul>

**Builder's Hoist**

Subject	Requirement
Builder's Hoist	<p>"Hoist In Operation" - sign displayed.                      General construction strong and free from patent defects.  <u>Tower:</u> * Adequately secured / braced.                      * At least 900 mm available for over travel.                      * Barricaded at least 2 100 mm high at ground level and floors.                      * Landing place provided with gate at least 1 800 high.  <u>Platform:</u> * No persons conveyed on platform                      * Steel wire ropes with breaking strength of six times max. load.                      * Signal systems used which may include two way radio connection.                      * Goods prevented from moving / falling off.                      * Effective brake capable of stopping and holding max. load.</p>

**Transport & Materials Handling Equipment**

Subject	Requirement
Site Vehicles	<ul style="list-style-type: none"> <li>• All Site Vehicles, Dumpers, Bobcats, Loaders etc.; checked daily before use by driver / operator.</li> <li>• Inventory of vehicles used/operated on site</li> <li>• Inspection by means of a checklist / results recorded.</li> <li>• No persons riding on equipment not designed or designated for passengers.</li> <li>• Site speed limit posted, enforced and not exceeded.</li> <li>• Drivers / Operators trained / licensed and carrying proof.</li> <li>• No unauthorized persons allowed to drive / operate equipment.</li> </ul>
Conveyors	<p>Conveyor belt nip points and drive gear guarded.                      Emergency stop/lever/brake fitted, clearly marked &amp; accessible and tested to be functional under full load.</p>

**Site Plant and Machinery**

Subject	Requirement
Brick Cutting Machine	<ul style="list-style-type: none"> <li>• Operator Trained.</li> <li>• Only authorized persons use the machine.</li> <li>• Emergency stop switch clearly marked and accessible.</li> <li>• Area around the machine dry and slip/trip free/clear of off-cuts</li> <li>• All moving drive parts guarded/electrical supply cable protected</li> <li>• Operator using correct PPE - eye/face/hearing/foot/hands/body.</li> </ul>
Electric Arc Welder	<ul style="list-style-type: none"> <li>• Welder Trained.</li> <li>• Only authorized / trained persons use welder.</li> <li>• Earth cable adequately earthed to work.</li> <li>• Electrode holder in good condition/safe</li> <li>• Cables, clamps &amp; lugs/connectors in good condition.</li> <li>• Area in which welding machine is used is dry/protected from wet.</li> <li>• Welder using correct PPE - eye/ face/foot/body/respirator.</li> <li>• Correct transparent screens &amp; warning signs placed</li> </ul>
Woodworking Machines	<ul style="list-style-type: none"> <li>• Operators Trained.</li> <li>• Only authorized persons use machines.</li> <li>• Provided with guards.</li> <li>• Guards used.</li> <li>• Operators using correct PPE - eye/face/feet/hearing</li> <li>• Circular saws strictly operated according to prescribed methods and settings</li> <li>• Only prescribed saw blades (cross-cut, ripping blade, smooth cut, aluminum) shall be used for various applications</li> </ul>
Compressors	<ul style="list-style-type: none"> <li>• Relief valves correctly set and locked / sealed.</li> <li>• Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover.</li> <li>• All drives adequately guarded.</li> <li>• Receiver/lines drained daily</li> <li>• Hoses good condition/clamped, not wired</li> <li>• Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin.</li> </ul>
Concrete Mixer / Batch Plant	<ul style="list-style-type: none"> <li>• Top platform provided with guardrails.</li> <li>• Dust abatement methods in use.</li> <li>• Operators using correct PPE - eye / hands / respirators.</li> <li>• All moving drive parts guarded.</li> <li>• Emergency stops identified / indicated and accessible.</li> <li>• Area kept clean/dry/and free from tripping and slipping hazards.</li> <li>• Operator's overseer identified and crane signals displayed and used.</li> </ul>
Gas Welding / Flame Cutting Equipment	<ul style="list-style-type: none"> <li>• Only authorized/trained persons use the equipment.</li> <li>• Torches and gauges in good condition.</li> <li>• Flashback arrestors fitted at cylinders and gauges.</li> <li>• Hoses in good condition/correct type/all connections with clamps.</li> <li>• Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure.</li> <li>• All cylinders regularly checked for leaks, leaking cylinders returned immediately.</li> <li>• Fire prevention/control methods applied/hot work permits.</li> </ul>

**Plant & Storage Yards/Site Workshops Specifics**

<b>Subject</b>	<b>Requirements</b>
Section 8(2)(1) General Machinery Regulation 2(1): Supervision of the Use & Maintenance of Machinery	<ul style="list-style-type: none"> <li>• Person/s with specific knowledge and experience designated in writing to supervise the Use &amp; Maintenance of Machinery.</li> <li>• Critical items of Machinery identified/numbered/placed on register/inventory.</li> <li>• Inspection/maintenance schedules for abovementioned.</li> <li>• Inspections/maintenance carried out to above schedules.</li> <li>• Results recorded.</li> </ul>
General Machinery Regulation 9(2): Notices re. Operation of Machinery	<ul style="list-style-type: none"> <li>• Schedule D Notice posted in Work areas.</li> </ul>
Pressure Equipment Regulation 13(1)(b): Supervision of the Use & Maintenance of Vessels under Pressure or Pressure Equipment	<ul style="list-style-type: none"> <li>• Person/s with specific knowledge and experience designated in writing to supervise the Use &amp; Maintenance of Pressure Equipment.</li> <li>• Pressure Equipment identified/numbered/placed on register/Manufacturers plate intact.</li> <li>• Inspection/maintenance carried out according to schedule.</li> <li>• Results recorded/Test certificates available.</li> </ul>
Lock-out Procedure	Lock-out procedure in operation
Ergonomics	<ul style="list-style-type: none"> <li>• Ergonomics survey conducted – results on record.</li> <li>• Survey results applied.</li> </ul>
Demarcation & Color Coding	<ul style="list-style-type: none"> <li>• Demarcation principles applied</li> <li>• All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SABS standard</li> <li>• Employees trained to identify colour coding</li> </ul>
Portable & Bench Grinders	<ul style="list-style-type: none"> <li>• Area around grinder clear/trip/slip free</li> <li>• Bench grinders mounted securely/grinder generally in good condition/No excessive vibration</li> <li>• On/Off switch/button clearly demarcated/accessible</li> <li>• Adequate guards in place</li> <li>• Tool rest – secure/square/max. 2 mm gap, perpendicular to drive shaft</li> <li>• Stone/disk - correct type and size/mounted correctly/dressed</li> <li>• Use of Eye protection enforced</li> </ul>
Battery Storage & Charging	<ul style="list-style-type: none"> <li>• Adequately ventilated, ignition free room/area/no smoking sign/s</li> <li>• Batteries placed on rubber/wooden surface</li> <li>• Emergency shower/eye wash provided</li> <li>• No acid storage in area</li> <li>• Prescribed methods in place and adhered to when charging batteries</li> </ul>
Ancillary Lifting Equipment	<ul style="list-style-type: none"> <li>• Chain Blocks/Tirfors/jacks/mobile gantries etc. identified/numbered on register</li> <li>• Chains in good condition/links no excessive wear/checked daily</li> <li>• Lifting hooks – throat pop marked/safety latch fitted</li> <li>• SWL/MML marked/displayed</li> </ul>
Presses/Guillotines/ Shears	Only operated by trained/authorised persons Interlocks/lock-outs fitted/PPE worn or used at all times

**Workplace Environment, Health and Hygiene**

Subject	Requirement
Lighting	Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used
Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
Noise	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
Heat Stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) <ul style="list-style-type: none"> <li>• Toilet paper available.</li> <li>• Sufficient showers provided.</li> <li>• Facilities for washing hands provided.</li> <li>• Soap/cleaning agent available for washing hands.</li> <li>• Means of drying hands available.</li> <li>• Lock-up changing facilities / area provided.</li> <li>• Ablution facilities kept hygienic and clean.</li> </ul>
Eating / Cooking Facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area. Refuse bins with lids provided. Facilities kept clean and hygienic.
Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable.

**15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES**

The Principal Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.

**16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES**

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice No. 84 dated 7 February 2014.

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

- Regulation No. 1 - Definitions
- Regulation No. 2 - Scope of application
- Regulation No. 3 - Application for construction work permit
- Regulation No. 4 - Notification of construction work
- Regulation No. 5 - Duties of client
- Regulation No. 6 - Duties of designer
- Regulation No. 7 - Principal Contractor and Contractor
- Regulation No. 8 - Management and supervision of construction work
- Regulation No. 9 - Risk Assessment for construction work
- Regulation No. 10 - Fall protection
- Regulation No. 11 - Structures
- Regulation No. 12 - Temporary works
- Regulation No. 13 - Excavation

Regulation No. 14 - Demolition work

Regulation No. 15 - Tunneling

Regulation No. 16 - Scaffolding

Regulation No. 17 - Suspended platforms

Regulation No. 18 - Rope access work

Regulation No. 19 - Material hoists

Regulation No. 21 - Explosive actuated fastening device

Regulation No. 22 - Cranes

Regulation No. 23 - Construction vehicles and mobile plant

Regulation No. 24 - Electrical installations and machinery on construction sites

Regulation No. 25 - Use and temporary storage of flammable liquids on construction sites

Regulation No. 26 - Water environments

Regulation No. 27 - Housekeeping and general safeguarding on construction sites

Regulation No. 28 - Stacking & Storage on construction sites

Regulation No. 29 - Fire precautions on construction sites

Regulation No. 32 - Approved Inspection authorities

Regulation No. 33 - Offences and penalties

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

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

The following activities are identifiable as hazardous in terms of the Construction Regulations.

The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

Regulation No. 10 - Fall protection

Regulation No. 11 - Structures

Regulation No. 13 - Excavation work

Regulation No. 14 - Demolition work

Regulation No. 15	- Tunneling
Regulation No. 16	- Scaffolding
Regulation No. 17	- Suspended platforms
Regulation No. 18	- Rope access work
Regulation No. 19	- Material hoists
Regulation No. 20	- Bulk mixing plant
Regulation No. 21	- Explosive actuated fastening device
Regulation No. 22	- Cranes
Regulation No. 23	- Construction vehicles and mobile plant.
Regulation No. 24	- Electrical installations and machinery on construction sites
Regulation No. 25	- Use and temporary storage of flammable liquids on construction sites
Regulation No. 26	- Water environments
Regulation No. 27	- Housekeeping on construction sites
Regulation No. 29	- Fire precautions on construction sites.

All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

## GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

### Legal Framework and obligations

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

- (i) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises";
- (ii) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority;
- (iii) The Fire Brigade Services Act 1987, Act 99 of 1987 as amended;
- (iv) 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; (SANS 100400);
- (v) The Post Office Act 1958 (Act 44 of 1958) as amended;
- (vi) The Electricity Act 1984, Act 41 of 1984;
- (vii) The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4<sup>th</sup> October 1997;
- (viii) Legislation pertaining to water usage and the environment;
- (ix) Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- (x) Common Law

### Legal Liabilities

Common Law and Legislation

Based on two main criteria –

- Would the reasonable person have foreseen the hazard?  
**That is a reasonable person in that specific position, taking experience, qualifications, authority, position in the organization etc. into consideration**

- Would the reasonable person have taken precautionary measures (action) to prevent or limit the hazard?

Negligence can be proven on failure on **any** or **both** of the above criteria

(There may not necessarily be a relationship between criminal and civil liability!)

## **18. HOUSE KEEPING**

Good housekeeping will be maintained at all times as per Construction Regulation No. 27. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout;
- Enclosures;
- Pits, openings and shoring;
- Storage facilities;
- Effective, sufficient and maintained lighting or illumination;
- Principal sources of injuries e.g. stairways, runways, ramps, loose building material;
- Oil, grease, water, waste, rubble, glass, storm water;
- Color coding;
- Demarcations;
- Pollution;
- Waste disposal;
- Ablution and hygiene facilities; and
- First aid.

### **This list must not be taken to be exclusive or exhaustive!**

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

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

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

**19. LOCKOUT SYSTEMS - ELECTRICAL**

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

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

**20. INCIDENT INVESTIGATION**

Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, irrespective of whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File.

**21. GENERAL**

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month. The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulation 5.1(q). The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to

delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

**22. IMPORTANT LISTS AND RECORDS TO BE KEPT**

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

- List of appointments;
- List of record keeping responsibilities; and
- Inspection checklist.

These lists and documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project, as was intended under paragraph 1 ("Preamble") above.

**23.1 LIST OF APPOINTMENTS**

See clause 5.1 of appointments needed

**23.2 LIST OF RECORD KEEPING RESPONSIBILITIES**

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(2)	Application for construction work permit to Provincial Director – Annexure 1, where applicable Available on site	Client
2.	4(1)	Notification to the Provincial Director – Annexure 2, where applicable Available on site	Principal Contractor & Contractor
3.	5(1)(m)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client
4.	7(d)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
5.	7(b)	Health and Safety File opened and kept on site (including all documentation required i.t.o. OHS & Regulations Available on request	All Contractor
6.	7(e)	Consolidated Health and Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHS & Regulations and records of all drawings, designs, materials used and similar information on the structure	Principal Contractor

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ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
7.	7(f)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health and Safety file and available on request	Principal Contractor
8.	8(6)	Keep record on the Health and Safety Officers registration with a statutory body approved by the Chief Inspector.	Contractor
9.	9(1)	Risk Assessment - Available on site for inspection	Contractor
10.	7 (5)	Proof of Health and Safety Induction Training	Every Employee on site
11.	10(3)	Construction Manager [CR 8(1)] has latest updated version of Fall Protection Plan [CR 10(1)]	Contractor
12.	11(2)(b)	Record of inspections of the structure [First 2 years – once every 6 months, thereafter yearly] - Available on request	Owner of Structure
13.	11(2)(c)	Maintenance records - safety of structure - Available on request	Owner of Structure
14.	13(2)(h)	Record of excavation inspection - On site available on request	Contractor
15.	17(11)	Suspended Platform inspection and performance test records Kept on site available, on request	Contractor
16.	19(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
17.	19(8)(d)	Maintenance records for Material Hoist - Available on site	Contractor
18.	20(8)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
19.	21(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	23(1)(k)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	24(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor
24.	29(l)	Fire Evacuation Plan	Contractor

**23.3 INSPECTION CHECKLIST**

EMPLOYER DETAILS	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	
Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female:

CONTRACTOR INFORMATION	
Contractors:	
Site Address:	
Contracts Manager:	
Managing Director:	
Competent Persons:	
CR16: SCAFFOLDING:	
CR17: SUSPENDED SCAFFOLDING:	
CR19(6): MATERIAL HOIST (S):	
CR20(1): BULK MIXING PLANT:	
CR10(1)(a): FALL PROTECTION:	
CR13(1)(a): EXCAVATION WORK:	
CR14: DEMOLITION WORK:	
CR21(2)(b): EXPLOSIVE ACTUATED FASTENING DEVICES:	
CR28(a): STACKING	

**INSPECTION SHEET**

SECTION/REGS	ITEM CHECKED	N/A	YES	NO
<b>APPOINTMENTS</b>				
5(1)(h)	Principal contractor for each phase or project			
6	Designer			
7(1)(c)(v)	Contractor			
7(2)(c)	Sub-Contractor			
8(1)	Construction Manager			
8(2)	Assistant Construction Manager			
8(6)	Construction Safety Officer			
8(7)	Construction Supervisor			
8(8)	Assistant Construction Supervisor			
9(1)	Person to carry out risk assessment			
9(4)	Trainer/Instructor			
10(1)(a)	Fall protection officer			
11(2)	Competent structure inspector			
6(2) & 12(1)	Temporary Works Designer			
12(2)	Temporary Works Supervisor			
13(1)(a)	Excavation supervisor			
13(2)(b)(ii)(bb)	Professional engineer or technologist			
13(2)(k)	Explosives expert			
14(1)	Supervisor demolition work			
14(2) + (3)	Demolition expert			
14(11)	Explosives expert			
16(1)	Scaffold supervisor			
17(1)	Suspended platform supervisor			
17(2)(c)	Compliance plan developer			
17(8)(c)	Suspended platform expert			

**INSPECTION SHEET**

<b>SECTION/REGS</b>	<b>ITEM CHECKED</b>	<b>N/A</b>	<b>YES</b>	<b>NO</b>
17(13)	Outrigger expert			
19(8)(a)	Material hoist inspector			
18(1)(a)	Rope access supervisor			
20(1)	Bulk mixing plant supervisor			
20(2)	Bulk mixing plant operator			
21(2)(b)	Explosive actuated fastening device expert			
21(2)(g)(i)	Explosive actuated fastening device controller			
22(a)	Tower crane supervisor			
22(e)	Tower crane operator			
23(1)(d)(i)	Construction vehicle and mobile plant operator			
23(1)(k)	Construction vehicle and mobile plant inspector			
24(d)	Temporary electrical installations inspector			
24(e)	Temporary electrical installations controller			
28(a)	Stacking and storage supervisor			
29(h)	Fire equipment inspector			

**DOCUMENTS**

GAR 9(1)	Records of Incidents			
GAR 4	Copy of the Act			
GAR 7	Safety Reps Report			
GAR 8	Safety Committee Minutes			
DMR 18(7)	Lifting Machinery Log (Crane)			
CR 3(3)	Application for construction work permit			
CR 4	Notification of Construction Work			
CR 9(2)	Risk Assessment			
CR 9(9)(e)	Proof of the Health & Safety Induction Training			
CR 13(13)(h)	Inspection of Excavation (Records)			
CR 22(g)	Crane Operator Medical Certificate			
CR 23(11)	Mobile Plant Operator Medical Certificate			
CR 20(9)	Batch Plant Repairs & Maintenance Records			
CR24(d)	Temporary Electrical Installation Record			
CR 7(1)(b)	Health & Safety File			
CR 17(11)	Suspended Platforms' Performance Records			
CR 19(b) & (c)	Material Hoists Record Book			
	Scaffolding Log Book			
CR 7(8)	Medical Certificate of Fitness			
CR 23(1)(l)	Construction Vehicle & Mobile Plant Register			
CR 24(d)	Electrical Installation & Machinery Register			

**INCIDENTS**

GAR 8(1) S24	Reported			
GAR 9(1)	Recorded, Investigated and action taken			

**INSPECTION SHEET**

<b>SECTION/REGS</b>	<b>ITEM CHECKED</b>	<b>N/A</b>	<b>YES</b>	<b>NO</b>
<b>PUBLIC SITE</b>				
FR 2(1)	Sanitary Facilities			
CR 30(1) (c)	Changing Facilities for each sex			
NB Notice	Pedestrian warning			
<b>PERSONAL SAFETY EQUIPMENT</b>				
GSR 2(3)	Items Issued:			
GSR 2(3)	Items Required:			
S23	(What is the payment on each item?)			
<b>SAFETY PLANS</b>				
FIRST AID				
GSR 3(6)	Name(s) of First Aider(s):			
CR 5(1)(b)	Client's Health & Safety Specification			
CR7(1)(b)	Principal's contractor H&S Plan			
<b>FIRE HAZARD &amp; PRECAUTIONS</b>				
GSR 4	Flammables used, waste, hot work, diesel, fuel, gas			
ER 9(1)	Portable Extinguishers			
<b>ELECTRICAL INSTALLATIONS &amp; MACHINERY</b>				
CR24	Guarding & PPE to Electrical Installations			
<b>ILLUMINATION</b>				
ER 3(6)	Dangerous Places and signage as well			
ER 3	Housekeeping			
ER6(2)(b),(c),(d)	Clear space storage			
ER6(3)	Disposal of waste			
<b>EXCAVATIONS</b>				
CR 13(3)(l)	Barricades (plus illumination!)			
CR 13(3)(c)	Safe Depth Shoring/Bracing			
CR 13(1)(a)	Monitored			
CR 13(3)(h)	Excavation Inspection Record			
<b>GUARDING</b>				
ER 6(2)(f)	Floor Openings (plus illumination!)			
	Floor slab sides, Shafts (plus illumination!)			
<b>SITE EQUIPMENT</b>				
GSR 13A(a)	Ladders condition, secured			
SANS 10085	Scaffold condition, secured			
SANS 10085	Platforms no. of boards condition Support 1.25.			
SANS 10085	Toe Boards			
SANS 10085	Hand Rails			
<b>SITE MACHINES</b>				
DMR 3(2)(3)	Circulars, guards, riving knives			
GMR 3	Mixers guarded			
<b>ELECTRIC POWER</b>				
EMR 6(1)	Switchboards			

**INSPECTION SHEET**

<b>SECTION/REGS</b>	<b>ITEM CHECKED</b>	<b>N/A</b>	<b>YES</b>	<b>NO</b>
GMR	Condition of Tools, Leads, Plugs, etc			
<b>LIFTING MACHINE/TACKLE</b>				
DMR 18(8)	Lifting of persons			
DMR 18(8)	Condition, Securing of Load			
<b>EXPLOSIVE ACTUATED FASTENING DEVICE</b>				
CR 21(1)	Fastening Device			
IMPROV	Warning Notice			
<b>ROOF WORK</b>				
CR 10(1)	Safety equipment & precautions			
CR 10(2)	Fall protection plan			
CR 10(3)	Updated fall protection plan			
CR 10(5)	Roof Work			
<b>CEMENT</b>				
AR 10(a)	Suitable Tools			

**ACCEPTANCE**

<b>Confirmation and Acceptance</b>	<b>Signature</b>	<b>Date</b>
I _____ confirm that I have read and understood the Health and Safety Specifications as set out above.		
I _____ confirm that I have read and understood and confirm my intention to comply with all the legal requirements.		
I _____ confirm my acceptance and understanding of the assigned responsibilities and duties involved.		

