



# rural development & agrarian reform

Department:  
Rural Development & Agrarian Reform  
**PROVINCE OF THE EASTERN CAPE**

**BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE & SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN**  
**LOCATION: GRAHAMSTOWN POULTRY DEVELOPMENT**

## SCMU8-21/22-0051

<p><b>Deputy Director: Supply Chain Management</b> <b>DEPARTMENT OF RURAL DEVELOPMENT &amp; AGRARIAN REFORM</b> Sarah Baartman District Private Bag X6012 Port Elizabeth</p> <p>Contact: Name: Mr. Zongezile Mooi Telephone: 066 476 4195 Email: Zongelile.mooi@drdar.gov.za</p>	<p><b>Directorate: Engineering Services</b> <b>Chief Engineer</b> <b>DEPARTMENT OF RURAL DEVELOPMENT &amp; AGRARIAN REFORM</b> Sarah Baartman District Private Bag X6012 Port Elizabeth</p> <p>Contact: Name: Mr. Skillie Rautenbach Telephone: 083 447 1513 Email: Skillie.rautenbach@drdar.gov.za</p>
<p><b>Tenderer</b></p> <p>.....</p> <p>.....</p>	
<p><b>CSD Number:</b> .....</p>	
<p><b>LOGIS Number:</b> .....</p>	
<p><b>Preference Points Claimed:</b> .....</p>	
<p><b>Closing date on tender:</b> <b>19/07/2021</b> at 11:00</p>	
<p><b>Total of the prices inclusive of applicable taxes:</b> R .....</p>	

# The Tender

**EASTERN CAPE PROVINCIAL GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED  
POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE &  
SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN**

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# **PART T1: TENDERING PROCEDURES**

**EASTERN CAPE PROVINCIAL GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED  
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**T1.1 Tender Notice and Invitation to Tender**

1.	<p>The Department of Rural Development and Agrarian Reform, Eastern Cape Provincial Government, invites tenders for</p> <p style="text-align: center;"><b>BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE &amp; SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN</b></p> <p>including the following:</p> <ul style="list-style-type: none"> <li>• Survey, design, supply and delivery of all materials, equipment and the construction of three environmentally controlled Poultry houses with capacity of <b>3 300 birds</b> each, including:</li> <li>• Cromadeck or similar Structure(x3) of approximate size of 6 X 25m each.</li> <li>• Concrete Floors.</li> <li>• Automatic Environmental Control systems (Siren, Power pack, Batteries, Control panel, Exhaust fans, Cooling panels, etc.)</li> <li>• Feeding trays, Tube feeders and Drinkers.</li> <li>• Connection to existing water tank and Reticulation for Control system and Drinkers.</li> <li>• Lighting.</li> <li>• Gas heaters.</li> <li>• Electrical connection to Escom point to distribution box and all electrical works for Control system and Lighting.</li> <li>• Standby generator for full operation, one for each house</li> <li>• Testing and commissioning.</li> <li>• Compiling of as-built drawings.</li> <li>• Training</li> </ul> <p>Time of completion for this <b>contract is 6 Months</b></p>
2.	<p>All tenderers must submit proof of valid registration with the <b>CIDB in a GB class</b> of construction works: It is estimated that tenderers must have a <b>CIDB</b> designation of <b>level 2 or higher</b>. Bidders exceeding their threshold of CIDB grading by more than <b>15%</b> in combination with any other contract awarded to the contractor, which will be executed simultaneously, could be regarded as non-responsive.</p>
3.	<p>Tender documents will be available during working hours after <b>08:00</b> as of <b>18 JUNE 2021</b> till the day before the tenders close, from the offices of the Assistant Manager Supply Chain Management on payment of a non-refundable deposit of <b>R132.00</b> per set of documents. Bank certified cheques must be made payable to “Department of Rural Development and Agrarian Reform” or can be downloaded free of charge from the Departmental website (<a href="http://www.drdar.gov.za">www.drdar.gov.za</a>) or <a href="https://etenders.treasury.gov.za/">https://etenders.treasury.gov.za/</a>.</p> <p><u>The physical address for collection of tender documents is:</u>  <b>THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM</b>  <b>8<sup>th</sup> FLOOR, OLD MUTUAL BUILDING</b>  <b>64 GOVAN MBEKI,</b>  <b>GQEBERHA</b></p>
4.	<p>A compulsory site inspection and clarification meeting will be held on <b>06/07/2021</b> at <b>11:00</b> at DRDAR Offices in Grahamstown.</p>
5.	<p>The completed tender document and any supporting documentation shall be placed in a single sealed envelope clearly marked</p> <p style="text-align: center;"><b>“CONTRACT NO: SCMU8-21/22-0051: BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR</b></p>

	<p><b>MASIHLANGANE BAPHUHLISE &amp; SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMA.</b>” and deposited in the tender box at:  <b>GROUND FLOOR, MUTUAL BUILDING, 64 GOVAN MBEKI, GQEBERHA</b> not later than <b>11:00 on 19/07/2021</b> when the tender box will close.</p> <p>Tenderers should ensure that tender documents are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration.</p>								
6.	<p><b>Tenders will NOT be opened in public after the closing time due to Covid-19. Tenderers will be notified via email regarding the name of the tenderer, the financial offer, preference points claimed and proposed period for completion.</b></p>								
7.	<p><b>All submitted certificates must be valid for 90 days after the Tender Closing Date.</b></p>								
8.	<p>Contractors must take special note that they must comply to the Disaster Management Act (57/2002): Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (C19 OHS), 2020</p>								
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10.	<p>In terms of Preferential Procurement Regulation of 2017 the 80/20 preference point system is applicable.</p>								
11.	<p><b>1. FUNCTIONALITY</b></p> <p><b>Tenderers must score a minimum of 70 points out of 100 points to qualify for the further evaluation of their tender submission.</b></p> <p><b>NB: For evaluation purposes only projects where the bidder was appointed as the main contractor, will be considered.</b></p> <table border="1" data-bbox="215 1149 1428 2045"> <thead> <tr> <th data-bbox="215 1149 1222 1193">EVALUATION CRITERIA</th> <th data-bbox="1222 1149 1428 1193">WEIGHTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="215 1193 1222 1574"> <p><b>1. Project related experience with specific reference to Environmental Control Poultry houses construction of the main contractor.</b></p> <p>List of environmental control poultry housing projects design and construction successfully undertaken by the bidder in the past 10 years with proof (e.g. completion certificates and/or referral letters) and contactable references included in order to claim points. <b>Failure to submit proof will result in Nil points.</b></p> <p>10 points per project up to a maximum of four (4)</p> </td> <td data-bbox="1222 1193 1428 1574"> <p><b>40 points</b></p> </td> </tr> <tr> <td data-bbox="215 1574 1222 1861"> <p><b>2. Financial Capacity</b></p> <p>Proof of projects completed amounting to R 500 000 or above in the past five (5) years. <b>Failure to submit proof will result in Nil points.</b></p> <p>10 points per project within 15% of the amount or higher, up to a maximum of three (3) projects completed in the CIDB GB class.</p> </td> <td data-bbox="1222 1574 1428 1861"> <p><b>30 points</b></p> </td> </tr> <tr> <td data-bbox="215 1861 1222 2045"> <p><b>3. Contract management</b></p> <p>Project reference forms for project executed in the past five (5) years. (Forms must be fully completed, original, and referees must be contactable) <b>Failure to submit reference forms will result in Nil points.</b></p> </td> <td data-bbox="1222 1861 1428 2045"> <p><b>30 points</b></p> </td> </tr> </tbody> </table>	EVALUATION CRITERIA	WEIGHTS	<p><b>1. Project related experience with specific reference to Environmental Control Poultry houses construction of the main contractor.</b></p> <p>List of environmental control poultry housing projects design and construction successfully undertaken by the bidder in the past 10 years with proof (e.g. completion certificates and/or referral letters) and contactable references included in order to claim points. <b>Failure to submit proof will result in Nil points.</b></p> <p>10 points per project up to a maximum of four (4)</p>	<p><b>40 points</b></p>	<p><b>2. Financial Capacity</b></p> <p>Proof of projects completed amounting to R 500 000 or above in the past five (5) years. <b>Failure to submit proof will result in Nil points.</b></p> <p>10 points per project within 15% of the amount or higher, up to a maximum of three (3) projects completed in the CIDB GB class.</p>	<p><b>30 points</b></p>	<p><b>3. Contract management</b></p> <p>Project reference forms for project executed in the past five (5) years. (Forms must be fully completed, original, and referees must be contactable) <b>Failure to submit reference forms will result in Nil points.</b></p>	<p><b>30 points</b></p>
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	<p>Referee total score of 20-25 = 10 points  Referee total score of 15-20 = 5 points  Referee total score of 0-15 = 0 points</p> <p>Maximum of 10 points per reference, to a maximum of three(3).</p>																																	
12.	<p>Broad-Based Black Economic Empowerment (B-BBEE) requires that tenderers submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof to substantiate their B-BBEE rating claims. Failure to submit such a certificate will result in the tenderer not qualifying for preference points for B-BBEE. The tenderers must submit verification certificates that are accredited by:</p> <ul style="list-style-type: none"> <li>• SANAS (South African National Accredited System).</li> <li>• Sworn affidavit.</li> </ul> <p>In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th> <th>Number of points (90/10 system)</th> <th>Number of points (80/20 system)</th> </tr> </thead> <tbody> <tr><td>1</td><td>10</td><td>20</td></tr> <tr><td>2</td><td>9</td><td>18</td></tr> <tr><td>3</td><td>6</td><td>14</td></tr> <tr><td>4</td><td>5</td><td>12</td></tr> <tr><td>5</td><td>4</td><td>8</td></tr> <tr><td>6</td><td>3</td><td>6</td></tr> <tr><td>7</td><td>2</td><td>4</td></tr> <tr><td>8</td><td>1</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td><td>0</td></tr> </tbody> </table> <p>A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate with their tenders.</p>	B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)	1	10	20	2	9	18	3	6	14	4	5	12	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant contributor	0	0			
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13.	<p>All tenderers must be registered on the National Treasury Centralized Suppliers Data Base, on the EC LOGIS system and the CIDB before the closing date of tenders and provide the information.</p> <p><b><u>Invalid or non-submission of the following documents will render the Bidder disqualified:</u></b></p> <ul style="list-style-type: none"> <li>➤ <b><u>Tax compliance status and company directors of bidders will be verified on CSD for all price quotations and bids. Hard copies of Tax Clearance Certificate and CK documents are therefore no longer needed to be attached in the bid.</u></b></li> <li>➤ <b>Company Profile</b></li> <li>➤ <b>Copy of CIDB contractor grading certificate</b></li> <li>➤ <b>JV Agreement (if Applicable)</b></li> <li>➤ <b>Proof of CSD registration (active &amp; recently updated)</b></li> <li>➤ <b>Proof of registration on the LOGIS system (active &amp; recently updated)</b></li> </ul>																																	
14.	Part of the works cannot be sub contracted without prior approval from the Engineer.																																	
15.	The tender with the lowest price or any tender offer will not necessarily be accepted.																																	
16.	<b>For a project to the value of R 3.0 million and more, a Bidder/Contractor who is not from the Eastern Cape Province, must sub-contract 25% of the contract value to a Bidder/Contractor within the Eastern Cape Province.</b>																																	
17.	All tenders must be submitted on the official forms – (not to be re-typed). Telephonic, telegraphic, e-mail or facsimile will not be accepted.																																	

18.	Failure to supply all supplementary information, certificates and documentation may result in the tender being rendered non-responsive.
19.	This tender is subject to the National Treasury General Conditions of Contract July 2010 and, if applicable, any other Special Conditions of Contract (SCC).
20.	Bidders must submit in terms of point 17 above, the following with the bid submission: <ul style="list-style-type: none"> <li>i) Proof of the CSD registration of the subcontractor(s).</li> <li>ii) BBBEE certificate/affidavit of the subcontractor(s).</li> <li>iii) Provide details of which items in the bill of quantities will be part of the subcontracting agreement.</li> <li>iv) Copy of current SABI registration must be supplied with the tender document</li> </ul>
21.	<b>NB: Bidders should note that this forms part of a batch of tenders included into the DRDAR infrastructure program within the Eastern Cape; the employer reserves the right not to award more than TWO projects to be executed simultaneously within the province. The department as a procuring entity will conduct a risk assessment based on amounts and nature of the commodity for the final decision vs the bidders capacity.</b>
22.	Administrative enquiries should be directed to: Mr Z Mooi Tel: 066 476 4195/041 402 6213 Email: zongelile.mooi@drdar.gov.za
23.	Technical enquiries should be directed to: Mr. G Rautenbach Tel: 083 447 1513/041 402 6283 Email: Skillie.rautenbach@drdar.gov.za

The Department of Rural Development and Agrarian Reform adheres to all relevant Acts including the Black Economic Empowerment Act No. 53 of 2003, the Preferential Procurement Policy Framework Act No. 5 of 2000 and the Employment Equity Act No. 55 of 1998



YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM					
BID NUMBER:	<b>SCMU8-21/22-0051</b>	CLOSING DATE:	<b>19/07/2021</b>	CLOSING TIME:	<b>11:00</b>
DESCRIPTION	BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE & SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:</b>					
<b>DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM</b>					
<b>1<sup>st</sup> FLOOR, OLD MUTUAL BUILDING, 64 GOVAN MBEKI</b>					
<b>GQEBERHA</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. Z Mooi		CONTACT PERSON	Mr. G Rautenbach	
TELEPHONE NUMBER	066 476 4195		TELEPHONE NUMBER	083 447 1513	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Zongelile.mooi@drdar.gov.za		E-MAIL ADDRESS	Skillie.rautenbach@drdar.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B: 3]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN					

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. **BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 1.4. **WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.6. BIDDERS ARE REQUIRED TO ACHIEVE A STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT AS PER DTI DESIGNATED SECTOR AS PER SECTION 8 OF THE PPPFA REGULATION OF 2017. INDUSTRY SECTOR: STEEL PRODUCTION AND COMPONENT FOR CONSTRUCTION (100%), Valves = 70%, Electrical Pumps = 70%, Electrical cabling = 100%, Electric motor = 90% and Plastic pipes = 100%
- 1.7. BIDDERS MUST COMPLETE SBD6.2 WITH ANNEXURE C AND MUST BE SUBMITTED WITH THE QUOTE. FAILURE TO SUBMIT WILL INVALIDATE THE BID.
- 1.8. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
 (Proof of authority must be submitted e.g. company resolution)

DATE: .....

# **T 1.2**

## **Tender Data**

**EASTERN CAPE PROVINCIAL GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED  
POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE &  
SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN**

**T1.2 Tender Data**

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019). (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**The additional conditions of tender are:**

Clause number	Tender Data
F.1.1	The employer is the Department of Rural Development and Agrarian Reform, Eastern Cape Provincial Government.
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T2.1 List of returnable documents</p> <p><b>Part 1: 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 Adjudicator's Contract</p> <p><b>Part 2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity schedules / Bills of Quantities</p> <p><b>Part 3: Scope of work</b></p> <p>C3.1 Scope of work</p> <p>C3.2 Specifications</p> <p><b>Part 4: Site information</b></p> <p>C4.1 Site information</p> <p>C4.2 Drawings</p>

	<p>Additional documents of which the Contractor are to obtain their own copies are:</p> <p><b>“General Conditions of Contract for Construction Works – 3<sup>rd</sup> Edition 2015”.</b> This document is issued by the South African Institution of Civil Engineering. (Short title “General Conditions of Contract for Construction Works 2015”), and is obtainable separately. Tenderers shall obtain their own copies.</p> <p><b>“South African National Standards”.</b> These documents are obtainable separately, and tenderers shall obtain their own copies of the applicable sections.</p> <p><b>“The Occupational Health and Safety Act No 85 of 1993 and Amendment Act No 181 of 1993, and the Construction Regulations 2014”.</b> This document is obtainable separately, and tenderers shall obtain their own copies.</p> <p>In addition, tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.</p> <p><b>The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,</b></p> <p><b>SANS 1921:2004 Construction and Management</b> Part 1: General Engineering and Construction Works; Part 6: HIV/AIDS Awareness.</p> <p><b>SANS 10396:2003 Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures</b></p> <p><b>SANS 1914:2003 Targeted Construction Procurement, Parts 1 to 6, dealing with Participation of Targeted Enterprises, Joint Ventures, Targeted Labour etc.</b></p> <p><b>The Department of Rural Development and Agrarian Reform Procurement Policy.</b></p> <p>The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.</p>
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Clause	Data
C.1.4	The employer’s agent is: Mr. G. Rautenbach 041 402 6283 / 083 447 1513 Skillie.rautenbach@drdar.gov.za
C.2.1	CIDB requirement: 2 GB or higher
C.2.2	The employer <b>will not</b> compensate the tenderer for any costs incurred during the tender process.
C.2.7	The arrangements for a clarification meeting are as stated in the Tender Notice and Invitation to Tender.
C.2.13.2	Submit one original document completed in black ink.  The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.

C.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Physical address: 1<sup>st</sup> FLOOR, OLD MUTUAL BUILDING, 64 GOVAN MBEKI, GQEBERHA.</p> <p>Identification details: Reference number, title of tender and the closing date and time of the tender.</p> <p>Postal address: <b>Department of Rural Development and Agrarian Reform Supply Chain Management Directorate Private Bag X 6012 GQEBERHA, 6000</b></p>									
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.									
C.2.15.	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.									
C.2.17.	<p>Additional information/clarification could be requested after closure of the bid. Non-submission / late submission of such information/clarification, could result in the bid being declared non-responsive.</p> <p>The employer may also request additional information / bank ratings, in order to establish the financial capacity of the bidder. Non-submission / late submission of such information / bank ratings, could result in the bid being declared non-responsive.</p>									
C.2.16.	The tender offer validity period is 90 days									
C.2.23.	<p>The tenderer is required to submit with his tender</p> <ul style="list-style-type: none"> <li>• a Copy of CSD registration Proof (Active &amp; Recently updated).</li> <li>• a Copy of LOGIS registration Proof (Active &amp; Recently updated)</li> <li>• Joint Venture Agreement and Power of attorney in case of a Joint Venture.</li> <li>• ID certificates in case of one-man concerns.</li> <li>• Workman's Compensation Registration Certificate.</li> <li>• Valid B-BBEE Certificate / affidavit</li> </ul>									
C.3.4	<b>Tenders will NOT be opened in public due to the Covid-19 pandemic and to adhere to Social Distancing. Opening registers will be uploaded on the DRDAR website and can be e-mailed to a bidder on written request.</b>									
C.3.11.	<p><b>This bid will be evaluated in Four (4) phases as follows:</b></p> <p><b>Phase One:</b> Prequalification: Only bids of bidders adhering to the minimum cidb grading designation, and who's cidb registration is active will be considered further.</p> <p><b>Phase Two:</b> Functionality: Only bids of bidders adhering to the minimum requirement of the functionality.</p> <p><b>Phase Three:</b> Compliance, responsiveness to the bid rules and conditions, thereafter they will be evaluated on PPPFA.</p> <p><b>Phase Four:</b> Bidders passing all stages above will thereafter be evaluated on PPPFA.</p> <p><b>PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Maximum points on price</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 30%;"><b>80 points</b></td> </tr> <tr> <td>Maximum points for B-BBEE</td> <td style="text-align: center;">-</td> <td><b>20 points</b></td> </tr> <tr> <td><b>Maximum points</b></td> <td style="text-align: center;">-</td> <td><b>100 points</b></td> </tr> </table>	Maximum points on price	-	<b>80 points</b>	Maximum points for B-BBEE	-	<b>20 points</b>	<b>Maximum points</b>	-	<b>100 points</b>
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<b>Maximum points</b>	-	<b>100 points</b>								

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

1. Prequalification: Only bids of bidders adhering to the minimum cidb grading designation of 2GB, and who's cidb registration is active will be considered further.

## **2. PHASE TWO: FUNCTIONALITY**

In the case of functionality

- 1) Score functionality, rejecting all tenders offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data

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

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

1. Bid Document (This Document must be submitted in its original format)
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. And must the status on CIDB be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).
4. Bidders must be a legal entity or partnership or joint venture or consortia.
5. Form of offer and Acceptance (fully completed and signed)
6. SBD 4- Declaration of Interest (fully completed and signed)
7. SBD 8- Declaration of Bidder's past Supply Chain Management Practices. (Completed and signed)
8. SBD 9- Certificate of Independent Bid Determination. (Completed and signed)
9. Compulsory Enterprise Questionnaire (Completed and signed)
10. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.
11. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV.
12. Resolution to Sign (if applicable)
13. Attendance of compulsory briefing meeting (where applicable)
14. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit a bid/ quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums.
15. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder.

## **B. Other Conditions of bid/ Non eliminating**

1. DRDAR Policy applies.
2. Returnable Schedule: SBD1 – Invitation to bid must be completed and signed
3. The bidder must be registered on the Central Supplier Database (CSD) prior the award
4. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
5. Declaration of Employees of the State or other State Institutions.
6. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.

7. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
8. Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. Refer to Annexure K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
9. The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure J.
10. Failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for B-BBEE.
11. Should the bidder intend to sub-contract more than 25%, it is compulsory to submit valid B-BBEE certificates or a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective if the main bidder submitted an original or certified copy of his/her own B-BBEE certificate.
12. A valid original or certified copy of B-BBEE certificate must be submitted with the bid OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid original or certified copy of B-BBEE certificate must submit a consolidated B-BBEE certificate. In case of EMEs/QSEs (joint venture) submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Bidders are encouraged to either consolidate their B-BBEE point calculations or form joint ventures with partners which have the same level of B-BEE contribution or higher. Failure to comply, will automatically results in the non-awarding of points for B-BBEE.
13. The Department will contract with the successful bidder by signing a formal contract.
14. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
15. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.

#### **4. PHASE FOUR: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017**

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

<b>Criteria</b>	<b>Points</b>
<b>POINTS ON PRICE</b>	<b>80</b>
<b>B-BBEE</b>	<b>20</b>
<b>TOTAL</b>	<b>100</b>

**The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R5 million:**

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

The financial offer will be scored using the following formula:

$$A = (1 - \frac{P - P_m}{P_m})$$

P<sub>m</sub>

The value of value of W<sub>1</sub> is:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000 or



2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.

**5. COMPETITIVE NEGOTIATION PROCEDURES**

1. The competitive negotiation procedures shall be used to negotiate with a number of responsive and qualified tenderers in order to arrive at the most acceptable offer in terms of one of the methods for the evaluation of tenders.
2. The employer shall negotiate with responsive and qualified tenderers when using the competitive negotiation procedures through one or more rounds of competitive negotiations, based on their rankings or the number of tender evaluation points, until the remaining tenderers are invited to submit final offers. During such negotiations, the employer:
  - a) shall ensure equal treatment of all tenderers and not provide any requirements, criteria, guidelines, documents, clarification or other information relative to the negotiations in a discriminatory manner which may give some tenderers an advantage over others;
  - b) may provide for the negotiated procedure to take place in successive stages in order to reduce the number of tenders to be negotiated with, by applying the evaluation criteria disclosed in the procurement documents that are issued to tenderers;
  - c) may not reveal to the other participant's solutions proposed or other confidential information communicated by a tenderer participating in the process without that tenderer's agreement;
  - d) may request that tender offers be clarified, specified and fine-tuned provided that such clarification, specification, fine-tuning or additional information does not:
    - i) involve changes to the basic features of the tender process or the tender data; or
    - ii) alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect on the tender process; and
  - e) shall close the negotiation with tenderers when solutions which are capable of meeting its need are identified, inform the tenderers accordingly and call for best and final offers.
3. Tenderers shall be informed of the competitive negotiation process and notified of the evaluation criteria and associated weightings in the tender data. The evaluation criteria associated with each successive round of negotiations shall not be varied. Tenderers shall be notified in advance of the weighting attached to each category or subcategory of evaluation criteria whenever another round of offers is called for.

C.3.13.

**Tender offers will only be accepted if:**

- a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <https://secure.csd.gov.za/> ) unless it is a foreign supplier with no local registered entity
- b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin.
- c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per contract data.
- d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- f) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect;
- g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit

	<p>tenders or participate in the contract;</p> <ul style="list-style-type: none"> <li>i) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.</li> <li>j) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>k) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</li> <li>l) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> <li>m) The SABS approved technical specification number SATS 12886:2011 and the Guidance on the Calculation of the local Content together with the Local Content Declaration Template (Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Annex C) are accessible to all potential bidders on the DTI's official website. <a href="http://www.thedti.gov.za/industrialdevelopment/ip.jsp">http://www.thedti.gov.za/industrialdevelopment/ip.jsp</a> at no cost.</li> <li>n) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.</li> <li>o) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.</li> <li>p) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.</li> <li>q) The bid will also be evaluated on designated sectors. Only locally produced goods or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered. The bidder must correctly complete and sign SBD 6.2 and Annexure C to declare the Local Production and Content. Details of designated sectors are detailed in the bid documents.</li> <li>r) <b>NOTE:</b> The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</li> <li>s) The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.</li> </ul>
C.3.17.	The number of paper copies of the signed contract to be provided by the employer is one.

## T1.3 STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019). (See [www.cidb.org.za](http://www.cidb.org.za)).

### C.1 General

#### C.1.1 Actions

C.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 C.2 and C.3,

timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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.*

C.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.

### **C.1.2 Tender Documents**

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

### **C.1.3 Interpretation**

C.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.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.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 tenderer 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 tenderer who 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;

### **C.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.

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

C.1.5.1 An employer 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 engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

### **C.1.6 Procurement procedures**

#### **a) C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

#### **b) C.1.6.2 Competitive negotiation procedure**

C.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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.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.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their 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.

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

#### **c) C.1.6.3 Proposal procedure using the two stage-system**

##### ***C.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.

### **C.1.6.3.2 Option 2**

C.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.

C.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.

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

### **C.2.1 Eligibility**

C.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.

C.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.

### **C.2.2 Cost of tendering**

C.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.

C.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.

### **C.2.3 Check documents**

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

### **C.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.

### **C.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.

### **C.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.

### **C.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.

### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

### **C.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.

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

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **C.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.

### **C.2.12 Alternative tender offers**

C.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.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

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

C.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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.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.

C.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.



C.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.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". 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.

C.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.

C.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.

C.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.

C.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.

#### **C.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.

#### **C.2.15 Closing time**

C.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.

C.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.

#### **C.2.16 Tender offer validity**

C.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.

C.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.

C.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. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

#### **C.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 C.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.

### **C.2.18 Provide other material**

C.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), referencing 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.

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

### **C.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.

### **C.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.

### **C.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.

### **C.2.22 Return of other tender documents**

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

### **C.2.23 Certificates**

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

## **C.3 *The employer's undertakings***

### **C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.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.

### **C.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 (3) working 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 collected tender documents.

### **C.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.

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

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened 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.

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

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

C.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.

C.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.

### **C.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.

### **C.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.

### **C.3.8 Test for responsiveness**

C.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.

C.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.

### C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.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.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) 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.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the 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.

### C.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.

### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

**The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:**

Requirement	Qualitative interpretation of goal
-------------	------------------------------------

Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**d) C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.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.

**C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any 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 No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

**C.3.14 Prepare contract documents**

C.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.

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

### **C.3.15 Complete adjudicator's contract**

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

### **C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

### **C.3.17 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.

### **C.3.18 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.

# PART T2 - RETURNABLE DOCUMENTS

**EASTERN CAPE PROVINCIAL GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED  
POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE &  
SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN**

## **T2.1 List of Returnable Documents**

The tenderer must complete the following returnable documents:

### **1 Returnable Schedules required only for tender evaluation purposes**

- Certificate of authority for joint ventures (where applicable)
- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Schedule of Subcontractors
- Schedule of the Tenderer's Experience
- Schedule of current projects

### **2 Other documents required only for tender evaluation purposes**

- Proof of registration on the CSD and copy of active and updated certificate attached.
- Certificate of B-BBEE Registration with level of contribution..

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

- Preferencing Schedule SBD 6.1
- Declaration Certificate for Local Production and Content for Designated Sectors SBD 6.2

### **4 Other documents that will be incorporated into the contract**

- Declaration of validity of information.
- Declaration of Interest - SBD 4.
- Declaration of tenderer's past SCM practices - SBD 8.
- Certification of independent tender determination - SBD 9.
- Certificate of tenderer's visit to site.
- Form of intent to provide a Performance Guarantee.
- Key personnel for project.
- Curriculum Vitae of key personnel.
- Preliminary Construction Programme.
- Alteration by tenderer.
- Contractor's Health and Safety declaration.
- Contractor's Health and Safety Plan.

### **5 The offer portion of the C1.1 Offer and Acceptance**

### **6 C1.2 Contract Data (Part 2)**

### **7 C2.2 Bills of quantities**

# Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

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

## 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: CSD number:**

**Section 5: 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 6: Particulars of companies and close corporations**

Company registration number:

Close corporation number:

Tax reference number:

**Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

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

- i) Authorize the employer to verify the tenderers tax clearance status from the South African Revenue Service that it is in order;
- ii) Confirms that neither the name of the enterprise or the name of any partner, manager, director or any 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 Corruption Activities Act of 2004;
- iii) Confirms that no partner, manager, director or any other person, who wholly or partly exercises or may exercise control over the enterprise, 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 rendering 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*



## Record of Addenda to Tender Documents

The undersigned 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:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

## Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed		Date	
Name		Position	
Tenderer			

## Schedule of Proposed Subcontractors

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.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			
Signed		Date	
Name		Position	
Tenderer			

## Schedule of the Tenderer's Experience

The following is a statement of similar work in respect of this tender successfully executed by myself / ourselves during the past three (3) years:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date contract started	Date contract completed (Date on Completion Certificate)

Signed		Date	
Name		Position	
Tenderer			

## SCHEDULE OF CURRENT PROJECTS

Tenderers must submit a max one-page description of all projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

## **Contractors Certificate of registration on CSD**

***[The tenderer shall submit the Contractor's Certificate of Registration on the CSD. Failure to submit the certificate with the tender document will lead to the conclusion that the tenderer is not registered on the National Treasury Central Suppliers Database and therefore not eligible to tender].***

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

## SBD 6.1

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 R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R 50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	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) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

- 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
- v)

*(Tick applicable box)*

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE 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>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--	---

## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

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I, the undersigned,

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

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p style="margin-left: 40px;">i. before 27 April 1994; or</p> <p style="margin-left: 40px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good

Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth %= \_\_\_\_\_%
  - Black Disabled %= \_\_\_\_\_%
  - Black Unemployed %= \_\_\_\_\_%
  - Black People living in Rural areas %= \_\_\_\_\_%
  - Black Military Veterans %= \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less.
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

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

\_\_\_\_\_  
Commissioner of Oaths

Signature & stamp

# DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

## ECBD 6.2

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required 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%20development/ip.jsp) at no cost.**

A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. Definitions

- 2.1 **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2 **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4 **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5 **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6 **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7 **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8 **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

### 3. 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:

- 3.1 The stipulated minimum threshold(s) for local production and content for this tender is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>All Steel Products &amp; Components for construction</b>	<b>100 %</b>
<b>Valves</b>	<b>70%</b>
<b>Electric pumps</b>	<b>70%</b>
<b>Electrical cabling</b>	<b>100%</b>
<b>Electric motor</b>	<b>90%</b>
<b>Plastic pipes</b>	<b>100%</b>

Bidders are required to archive a stipulated minimum threshold for local production and content as per DTI designated sector as per section 8 of the PPPFA Regulation of 2017. Bidders must complete SBD6.2 with Annexure C and must be submitted with the quote. Failure to submit will invalidate the bid.

4. Does any portion of the services, works or goods offered have any imported content? **YES / NO**
- 4.1. 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 the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates, (Annex C, D and E) audited and certified as correct? **YES / NO**

5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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 Accounting Officer / Accounting Authority provide directives in this regard.

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

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

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

**ISSUED BY:** (Procurement Authority / Name of Department / Departmental Entity):  
.....

**NB**

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that



- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) 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 / Municipality /Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

## Annex C

### Local Content Declaration - Summary Schedule

<i>(C1)</i>	<b>Tender No.</b>		<b>Note: VAT to be excluded from all calculations</b>
<i>(C2)</i>	<b>Tender description:</b>		
<i>(C3)</i>	<b>Designated product(s)</b>	Steel components and products for construction	
<i>(C4)</i>	<b>Tender Authority:</b>	DRDAR	
<i>(C5)</i>	<b>Tendering Entity name:</b>		
<i>(C6)</i>	<b>Tender Exchange Rate:</b>	Pula <input style="width: 50px;" type="text"/> EU <input style="width: 50px;" type="text"/> GBP <input style="width: 50px;" type="text"/>	
<i>(C7)</i>	<b>Specified local content %</b>	100%	

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price each (excl VAT)	-Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
<i>(C8)</i>	<i>(C9)</i>	<i>(C10)</i>	<i>(C11)</i>	<i>(C12)</i>	<i>(C13)</i>	<i>(C14)</i>	<i>(C15)</i>	<i>(C16)</i>	<i>(C17)</i>	<i>(C18)</i>	<i>(C19)</i>
								<b>(C20) Total tender value</b>			
<b>Signature of tenderer from Annex B</b>								<b>(C21) Total Exempt imported content</b>			
								<b>(C22) Total Tender value net of exempt imported content</b>			
								<b>(C23) Total Imported content</b>			
								<b>(C24) Total local content</b>			
<b>Date:</b>								<b>(C25) Average local content % of tender</b>			

**Annex D**

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

(D1) Tender No.		<b>Note:</b> VAT to be excluded from all calculations
(D2) Tender description:		
(D3) Designated Products:	Steel components and products for construction	
(D4) Tender Authority:	DRDAR	
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:	Rand <input type="text"/> EU <input type="text"/> GBP <input type="text"/>	

**A. Exempted imported content**

Calculation of imported content									
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary	
Tender Qty	Exempted imported value
(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

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

Summary	
Tender Qty	Total imported value
(D30)	(D31)

(D32) Total imported value by tenderer

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

Calculation of imported content									
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

Summary	
Quantity imported	Total imported value
(D43)	(D44)

(D45) Total imported value by 3rd party

**D. Other foreign currency payments**

Calculation of foreign currency payments				
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of payments
Local value of payments
(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

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

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

This total must correspond with Annex C - C 23

## Annex E

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

(E1)	<b>Tender No.</b>	<b>Note: VAT to be excluded from all calculations</b>
(E2)	<b>Tender description:</b>	
(E3)	<b>Designated products:</b> Steel components and products for construction	
(E4)	<b>Tender Authority:</b> DRDAR	
(E5)	<b>Tendering Entity name</b>	

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

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

**Signature of tenderer from Annex B**

---

**Date:**

---

## Declaration (Validity of Information Provided)

I..... declare that the information provided is true and correct, the signature to the tender document is duly authorised and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Department of Rural Development and Agrarian Reform.

**DATE .** ..... **SIGNATURE OF DECLARER** .....

**POSITION OF DECLARER** .....

**NAME OF COMPANY OR TENDERER** .....

Should the tenderer have, in the opinion of the Department of Rural Development and Agrarian Reform, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the tender, then the Department of Rural Development and Agrarian Reform may, in its sole discretion:

- \* Ignore any tenders without advising the tenderer thereof
- \* Cancel the contract without prejudice to any legal rights the Department of Rural Development and Agrarian Reform may have

**Should the tenderer disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the Department of Rural Development and Agrarian Reform and such tenderer.**

# DECLARATION OF INTEREST

## SBD 4

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

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

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

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

2.2 Identity Number.....

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

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

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:

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

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

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

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

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

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

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

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

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

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

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

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

2.11.1 If so, furnish particulars:  
.....  
.....

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

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

**4. DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME SHOULD THIS  
 DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of tenderer



# DECLARATION OF TENDERER PAST SCM PRACTICES

## SBD 8

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

Item	Question	Yes	No
4.1	<p>Is the tenderer or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</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 <i>audi alteram partem</i> rule was applied).</b></p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender 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:		
4.3	<p>Was the tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Tenderer**

# CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

## SBD 9

- 1 This Standard Tender Document (STD) must form part of all tenders<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 tendering (or tender rigging).<sup>2</sup> Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
- 4 This STD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (ECBD 9) must be completed and submitted with the tender:

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

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

# CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

## SBD 9

I, the undersigned, in submitting the accompanying tender:

---

(Tender Number and Description)

in response to the invitation for the tender made by:

---

(Name of Institution)

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

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

(Name of tenderer)

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer

# Certificate of Tenderer's visit to Site

This is to certify that, I .....

representative of (tenderer) .....

.....

.....

of (address) .....

.....

.....

.....

Telephone number: .....

Fax number: .....

in the company of (Engineer's representative) .....

visited and examined the site on (date) .....

**I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.**

**TENDERER'S REPRESENTATIVE:** (Signature) .....

(Name) .....

**ENGINEER'S REPRESENTATIVE:** (Signature) .....

(Name) .....

## **Form of Intent to provide a Performance Guarantee**

[The tenderer must provide a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

## Key Personnel

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local municipality if such personnel are not available locally.

The tenderer shall list below the personnel, which he intends to utilise on the Works, including key personnel, which may have to be brought in from outside if not available locally.

EMPLOYEE SKILLS TEAM No ____	NUMBER OF PERSONS			
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY	UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	YEARS EXPERIENCE
Director				
Contracts Manager				
Site Agent				
Skilled Worker				
Semi-skilled Worker				
Unskilled Worker				
Other				
Other				
Other				
Other				
Other				

DATE . ..... SIGNATURE OF TENDERER .....

(of person authorised to sign on behalf of the Tenderer)











**BASELINE RISK ASSESSMENT**

<b>PROJECT TITLE</b>	<b>BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE &amp; SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN</b>
<b>SCMU NUMBER</b>	<b>SCMU8-21/22-0051</b>
<b>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</b>	

<b>Activity</b>	<b>Risk to Safety</b>	<b>Risk to Health</b>	<b>Risk to Environmental</b>	<b>Risk to Public Safety</b>	<b>Control Measures</b>
<b>COVID 19 OHS</b>	<b>Low</b>	<b>High</b>	<b>N.A</b>	<b>High</b>	<b>Adhere to Disaster Management Act (57/2002): Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (Gov Gazette No. 43257, Dated 29 April 2020 and any amendments)</b>
Working at height of 2-9m	Medium	Low	N.A.	Low	Adhere to standard safety measurements
Working on single story roof	Medium	Low	N.A.	Low	Adhere to standard safety measurements
Excavations of up to 1.5m	Medium	Low	N.A.	Low	Adhere to standard safety measurements
Electrical installation	Medium	Low	N.A.	Low	Adhere to standard safety measurements
Movement of machinery and vehicles on site	Low	Low	N.A.	Low	Put access control measures in place.

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

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Enterprise name</b>			



# Contractors Health and Safety Declaration

In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

## Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.

*(Tables to be completed by tenderer)*

**TABLE 1: COST OF SAFETY PERSONNEL**

PERSONNEL	COSTS AS ALLOWED IN TENDER	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health and Safety		
Health and Safety Committee		

**TABLE 2: COST OF SAFETY EQUIPMENT**

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN TENDER
Hard hats		
Safety boots		
Add items as per risk assessment:		

4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.
5. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that, I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

**DATE** ..... **SIGNATURE OF TENDERER** .....

*(of person authorised to sign on behalf of the Tenderer)*



# Contractors Health and Safety Plan

*[Not applicable for tender purposes]*

*[The successful Tenderer, only, shall be required to submit the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, and referred to in T2.1, List of Returnable Documents point 4 (other documents that will be incorporated into the contract) after acceptance of the tender]*

## Evaluation Schedule 1 – Project Reference Forms - 1

<b>Project title:</b>	<b>BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE &amp; SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN</b>
<b>Project Number:</b>	<b>SCMU8-21/22-0051</b>

**NOTE:** This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, \_\_\_\_\_ (name and surname) of  
 \_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of tenderer):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction start date: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

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

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

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

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: \_\_\_\_\_  
 \_\_\_\_\_

D. My contact details are:

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

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

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_

Signature of principal agent



**NOTE:**

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

\_\_\_\_\_

Name of Tenderer

\_\_\_\_\_

Signature of Tenderer

\_\_\_\_\_

Date

## Evaluation Schedule 1 – Project Reference Forms - 2

<b>Project title:</b>	<b>BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE &amp; SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN</b>
<b>Project Number:</b>	<b>SCMU8-21/22-0051</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of  
 \_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of tenderer):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction start date: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

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

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

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

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: \_\_\_\_\_

\_\_\_\_\_

D. My contact details are:

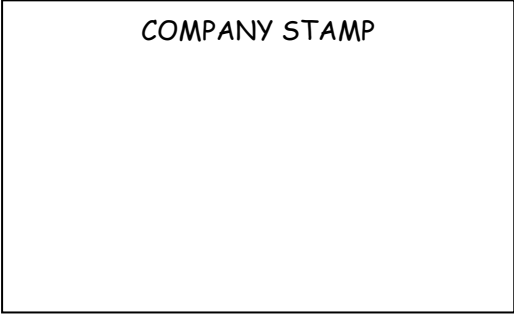
Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_

Signature of principal agent



**NOTE:**

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

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

## Evaluation Schedule 1 – Project Reference Forms - 3

<b>Project title:</b>	<b>BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE &amp; SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN</b>
<b>Project Number:</b>	<b>SCMU8-21/22-0051</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of  
 \_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of tenderer):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction start date: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

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

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

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

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: \_\_\_\_\_

D. My contact details are:

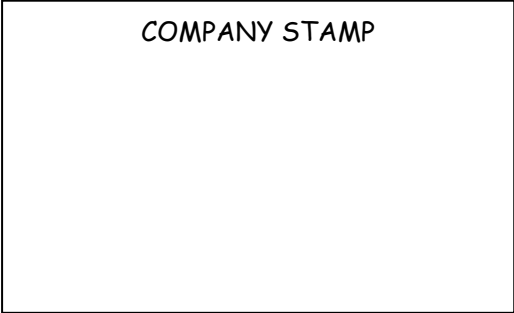
Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_

Signature of principal agent



**NOTE:**

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

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

# The Contract



# **PART C1: AGREEMENT AND CONTRACT DATA**

## **C 1.1**

# **Form of Offer and Acceptance**

**EASTERN CAPE PROVINCIAL GOVERNMENT**

**DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE & SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN**

**C1.1 Form of Offer and Acceptance**

**Note:** 1 This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 - 1: Construction Procurement Processes, Procedures and Methods.

2 SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.

**Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:SCMU8-21/22-0051:

**BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE & SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN**

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

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

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

.....Rand (in words);

R..... (in figures) (or other suitable wording)

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

Signature(s)		Date:	
Name(s)			
Capacity:			
For tenderer: (Name and address)			
Name & Signature of witness:		Date:	

## Acceptance

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The tenderer shall within 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)		Date:	
Name(s)			
Capacity:			
For the employer: (Name and address)			
Name & Signature of witness:		Date:	

# Schedule of Deviations

**Notes:**

- 1. The extent of deviations from the tender documents issued by the employer before 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 \_\_\_\_\_

3 Subject \_\_\_\_\_

Details \_\_\_\_\_

4 Subject \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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



# AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

THIS AGREEMENT is made between .....

(hereinafter called the EMPLOYER) of the one part, herein represented by: .....

in his capacity as: .....

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by .....

in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of  
CONTRACT No.:SCMU8-21/22-0051: BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE & SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN

**NOW THEREFORE** the parties agree as follows:

- 1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING EMPLOYER'S AGENTS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**  
on this day ..... day of ..... 20 .....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESS: 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER**  
on this day ..... day of ..... 20 .....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESS: 1. ....

2. ....



# PART C2 – PRICING DATA

## **C 2.1**

# **Pricing Instructions**

# EASTERN CAPE PROVINCIAL GOVERNMENT

## DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

### BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE & SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN

#### Pricing Instructions


#### GENERAL

THE SERVICE PROVIDER MUST PREPARE A DETAILED DESIGN, WHICH WILL BE SUFFICIENT TO PREPARE A TENDER PRICE FOR EACH OF THE FOLLOWING ITEMS IN THE PRICING SCHEDULE.

#### TENDER PRICE PER ITEM:

##### Item 1: Detailed Survey

All costs to produce detailed contour maps, including travelling, man hours, and all other disbursements must be covered by the tender price.

##### Item 2: Detailed Design

The tender price will cover all costs of the final design, and preparation of design drawings for submission to DRDAR for approval. Include specifications and detailed material list.

##### Item 3: Preliminary and General:

The tender price will cover all Preliminary and General costs, including Occupational Health and Safety.

##### Item 4: Supply, delivery and construction of three complete environmentally controlled poultry structures, including Water tanks with reticulation system, Drinkers and Feeders, Automatic control system and Standby Generator

The tender price will be for full compensation, including material, labour, transport, installation, construction supervision, insurance, security, and Health and Safety requirement. The service provider must submit a detailed itemized cost breakdown to enable the employer to verify payment and progress.

##### Item 5: Testing & Commissioning

The tender price must include all costs to test, and commission the system, including the provision of a generator for the provision of electricity during the commissioning process and water for that purpose.

##### Item 6: As-built Drawings

The tender price will cover all costs to produce as-built drawings.

##### Item 7: Training:

The tender price will cover all training for the operation and management of the environment control system.

#### PAYMENT CLAUSE:

Payments will be processed on a monthly basis, after receipt, and verification of a monthly claim submitted by the service provider. Only claims for completed tasks will be accepted. Claims for 80% of material on site will be accepted, after receipt of cession of ownership of such material to DRDAR.

**PRICING SCHEDULE – FIRM PRICES**

(PURCHASES)

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

NAME OF BIDDER: \_\_\_\_\_

CONTRACT NO: *SCMU8 - 21/22 - 0051*

**BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE & SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN**

Having examined all the documents I/we bid as follows:

**SUMMARY OF PRICING SCHEDULE**

**NB: ALL ITEMS INCLUDE COSTING FOR 3 STRUCTURES**

Item 1: Detailed Survey	R _____
Item 2: Detailed Design	R _____
Item 3. Preliminary and General, including OHS	R _____
Item 4: Supply, delivery and construction of three environmentally Controlled Poultry structures	R _____
Item 5. Testing & Commissioning	R _____
Item 6. As-built drawings	R _____
Item 7. Training	R _____
SUB TOTAL	R _____
5% Contingencies	R _____
SUB TOTAL	R _____
15% Value Added Tax	R _____
<b>TOTAL BID AMOUNT</b>	R _____

Total Bid Amount in Words: \_\_\_\_\_

SIGNED: \_\_\_\_\_ NAME OF SIGNATORY (IN CAPITALS): \_\_\_\_\_

SIGNED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ OF THE YEAR 20\_\_\_\_\_

ON BEHALF OF \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_ FAX NUMBER: (\_\_\_\_\_) \_\_\_\_\_

- Prescribed destinations, compliance and deviations shall be AS SPECIFIED IN SCOPE OF WORKS

- **Date for completion of the order** \_\_\_\_\_

I/we choose *domicilium citandi et executandi* at \_\_\_\_\_

\_\_\_\_\_

in the Republic of South Africa.

## C 3.1 Scope of Work

**BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE & SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN**

**C3.1 Scope of Work**

**1. Scope of Work and Management**

TOPIC	SUB TOPIC
<b>DESCRIPTION OF THE WORKS</b>	
Employer’s objective	To appoint a service provider for the design, supply and construction of three complete Environmentally controlled poultry structures with Capacity of 3300 chickens each in Makana LM of Sarah Baartman District.
Overview and extent of works	<ul style="list-style-type: none"> <li>• Survey, design, supply and delivery of all materials, equipment and the construction of three environmentally controlled Poultry houses with capacity of <b>3 300 birds</b> each, including:</li> <li>• Cromadeck or similar Structure(x3) of approximate size of 6 X 25m each.</li> <li>• Concrete Floors.</li> <li>• Automatic Environmental Control systems(Siren, Power pack, Batteries, Control panel, Exhaust fans, Cooling panels, etc.)</li> <li>• Feeding trays, Tube feeders and Drinkers.</li> <li>• Connection to existing water tank and Reticulation for Control system and Drinkers.</li> <li>• Lighting.</li> <li>• Gas heaters.</li> <li>• Electrical connection to Escom point to distribution box and all electrical works for Control system and Lighting.</li> <li>• Standby generator for full operation, one for each house</li> <li>• Testing and commissioning.</li> <li>• Compiling of as-built drawings.</li> <li>• Training</li> </ul>
Location of the works	Makana LM of the Sarah Baartman District
<b>ENGINEERING</b>	
Design + Drawings + Specifications	Done by Service Provider. All designs and drawings/specifications to be approved by DRDAR before work can commence.
<b>PROCUREMENT</b>	
Preferential procurement procedures	Functionality, Responsiveness, Price and BBBEE
Sub-contracting	Sub-contracting will be allowed. The Contractor must however indicate at tender stage which portions of the work will be sub-contracted and to whom.
<b>CONSTRUCTION</b>	
Works specifications	<ol style="list-style-type: none"> <li>1. Applicable SANS 1200 standards for the building works.</li> <li>2. Applicable SANS 10142 standards for electrical works.</li> <li>3. Attached Project Particular Specifications will apply.</li> </ol>
Plant and materials	<ol style="list-style-type: none"> <li>1. The Employer will not provide any plant or material.</li> <li>2. The Contractor shall inform the Engineer in good time, to inspect and approve the plant and materials that will be used before construction commences or on arrival of material on site.</li> </ol>
Construction equipment	<ol style="list-style-type: none"> <li>1. The Employer will not provide any equipment.</li> <li>2. The Contractor shall provide all suitable construction equipment necessary to complete the project.</li> </ol>
Existing services	Care should be taken by the contractor not to damage any existing services. The Engineer shall show the position of all existing infrastructure both above ground and below ground to the Contractor and the contractor are to ensure that no excavations shall commence without consent of the Engineer.
Site establishment	<ol style="list-style-type: none"> <li>1. The Employer will not provide any facilities on site.</li> <li>2. The Contractor shall provide an office, storage shed, toilets, security,</li> </ol>

	vehicles, labour and accommodation.
Site usage	The Contractor shall not utilize the site for any other purpose than the construction of the agreed works.
Permits and way leaves	The Contractor will negotiate all necessary permits and way leaves with the local community.
Survey control and Setting out works	The Contractor will be responsible for the survey and setting out of all construction levels. After setting out the levels the Contractor will inform the Engineer to inspect the levels before any excavation work or construction work may commence.
Local Economic Development	All bidders must ensure that they comply with the designated sectors for Minimum content threshold for local products for <ul style="list-style-type: none"> <li>➤ Valves = 70%</li> <li>➤ Pumps = 70%</li> <li>➤ Electrical cabling = 100%</li> <li>➤ Electric motor = 90%</li> <li>➤ Plastic pipes = 100%</li> <li>➤ Steel components for construction = 100%</li> </ul>
<b>MANAGEMENT</b>	
Management of works	<ol style="list-style-type: none"> <li>1. The Service Provider responsible for designs.</li> <li>2. The Service Provider responsible for construction.</li> <li>3. All designs and drawings/specifications to be approved by DRDAR.</li> <li>4. Commencement of works only after above approvals.</li> <li>5. The Engineer will be available to perform inspections every day on request, but will perform at least one scheduled inspection per week.</li> <li>6. The Contract type is measured where payments to the Contractor will be made after measurement of the work done by the Engineer according to the following payment schedule. <ol style="list-style-type: none"> <li>6.1. The Contractor shall submit invoices according to the agreed claims and the Engineer will recommend the payment.</li> <li>6.2. The Engineer will inspect the work at the Contractor's request to measure the progress and determine the part payment that is due when both parties are in agreement about the claim.</li> <li>6.3. All payments can include materials that are secured on site under control of the Contractor. Materials on site which are not yet built into the works will compensated at 80% of the value as per the invoice from the material suppliers.</li> <li>6.4. The Employer allows for monthly interim payments for the project that can be used, 1 practical and 1 final payment.</li> <li>6.5. The practical completion of the construction work implies the work is complete and the beneficiaries can use the infrastructure.</li> <li>6.6. The final and last payment is the retention money that will be paid after a predetermined period after all construction work is done. This is the defects liability period.</li> <li>6.7. Certificates of Completion and Final Approval will be issued by the Engineer for practical and final construction completion.</li> </ol> </li> <li>7. The Contractor shall provide the Engineer with proof that Insurance has been obtained for the contract period.</li> <li>8. The Contractor shall keep a daily record of all labour related matters, weather occurrences, all incidents that influenced construction.</li> <li>9. Communications between the Employer and Contractor will be in writing with copies to all stakeholders.</li> <li>10. The Contractor shall be responsible for testing the works after completion to ensure compliance with the Employer's requirements.</li> <li>11. The Employer will commission the works during a public handing over ceremony.</li> <li>12. The Contractor shall repair all defects of workmanship and materials during the liability period.</li> </ol>
Health and safety	<ol style="list-style-type: none"> <li>1. Attached Generic Occupational Health and Safety Specifications will apply.</li> <li>2. Applicable SANS 1200 standards will apply;</li> <li>3. Occupational Health and Safety Act (Act No. 85 of 1993) will apply;</li> <li>4. The Contractor shall appoint a person that will be responsible for health and safety issues on site and provide the Engineer with the name and</li> </ol>

	<p>credentials of this person. This person must also be trained in First Aid and must have a comprehensive First Aid Kit on site.</p> <p>5. The Contractor shall be responsible to design and apply measures to prevent accidents or injury to any person or property during construction.</p>
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# **C 3.2**

## **Specifications**

## 3.2 Particular / Generic specifications

### **BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE & SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN**

#### **SCOPE**

#### **PS SCOPE**

THIS BID COVERS THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE & SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN

#### **PS 1 DISCLAIMER**

The information regarding subsurface conditions, materials on site and site information supplied, is provided in good faith for the contractor's convenience as an indication of conditions likely to be encountered. No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials.

The information provided will not be regarded as in way limiting. The contractor will be held to have satisfied himself of all conditions to be encountered on site and to allow accordingly in his tendered rates.

#### **PS 2 APPLICABLE STANDARDS**

Norms for the design of irrigation systems, South African Irrigation Institute, March 2014

The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer. These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200) shall apply to this Contract together with additional amendments as set out herein

#### **PS 3 PLANT AND MATERIALS**

The Employer will not be providing any plant or supplying any materials for use by the Contractor in executing the works. The Contractor must provide all plant and materials of whatever nature necessary to enable him to undertake the works as specified.

The Contractor must provide all necessary samples and copies of the relevant test results required to prove compliance with the specifications, prior to utilisation of any material within the works.

##### **PS 3.1 Construction Equipment**

The provision of all tools and equipment of whatever nature, required for execution of the scheduled items, must be the responsibility of the Contractor, and the cost thereof must be included in the rates for the respective items of work.

#### **PS 4 EXISTING SERVICES**

The Contractor will be issued with drawings showing the position of existing services in the vicinity of his working area. The Contractor must contact the service authorities concerned (i.e. Water, Sanitation, Electricity and Telecommunications) to confirm the position of existing services, and must apply for the Construction Permit for work programmed within the road reserve when required.

The Contractor is required to undertake work in proximity to existing services and he must take all necessary precautions to prevent any damage to these services. In this regard, the Contractor must excavate by hand to expose and confirm the location and depth of each existing service prior to carrying out any construction over or around the service.

Should his operations result in any damage to existing services, he must immediately notify the Engineer and the local authority, who will inspect the damage and determine what further action is required. The Contractor must be responsible for the cost of all repairs or reinstatement necessary, whether these are carried out with his own resources or by a third party.

## **PS 5 SITE ESTABLISHMENT**

### **PS 5.1 Services and Facilities Provided by the Employer**

The Employer will not provide any facilities or services.

### **PS 5.2 Facilities Provided by the Contractor**

Due to the extremely constricted nature of the site, the Contractor must be required to determine the most convenient location for his camp site in consultation with the Community/Owner such that this will cause the least disruption and interference with his activities. Dependent on his actual space requirement, different components of the camp could be located in different areas.

Should the Contractor elect to locate any or all of his facilities in one area for a certain duration, and then relocate them later, any associated costs must be solely for his account, and no claims of any nature for additional costs will be entertained.

The Contractor will be required to provide certain facilities for the exclusive use of the Engineer and his staff, all as defined in SABS 1200 AB, and as amended by any variations / additions in clause C3.4.1.6.

### **PS 5.3 Storage and Laboratory Facilities**

The employer has no specific requirements for any storage or laboratory facilities, and the Contractor should provide whatever he deems to be necessary to support his activities.

### **PS 5.4 Other Facilities and Services**

Should the Contractor require a supply of municipal water to enable him to undertake any of his activities on the site then he must make his own arrangements with the Community/Owner or Municipality for a suitable point of supply. The Contractor must agree the details of both the position and the size of connection required with the relevant officials, and must be responsible for the cost of the connection, the cost of water used, and the cost of removal and reinstatement on completion.

Should the Contractor require an electrical connection to his campsite then he must submit an application to the Community/Owner, Municipality's electricity department or Eskom as might be applicable to obtain a supply with the necessary capacity at a suitable position. The Contractor must be responsible for the cost of the connection, the cost of electricity used, and the cost of removal and reinstatement on completion.

The Contractor must:

- i) make his own arrangements for whatever telephone and facsimile services he may require.
- ii) provide sufficient serviced, portable toilets at convenient locations for the use of his staff during their time spent on site.
- iii) supply a first aid kit to be available at the site office, and re-stock the contents as and when necessary.
- iv) make available a list of emergency contact numbers for ambulance, police and fire services.
- v) provide the necessary facilities on site to temporarily store refuse, and make arrangements with the Municipality for regular refuse removals. Refuse storage facilities must make allowance for waste separation, re-cycling and re-use wherever possible

All costs associated with any of the above aspects must be included in the relevant preliminary and general items.

### **PS 5.5 Vehicles and Equipment**

No vehicles or specialised equipment is required for the employer and his agents.

### **PS 5.6 Advertising Rights**

No advertising of any kind will be allowed on the site. The Contractor will however be allowed to erect one board with his company name and contact details.

## **PS 6 SITE USAGE**

The Contractor must restrict his operations to the boundaries of the site and he must not be allowed to occupy or impact on any other adjacent areas.

## **PS 7 PERMITS AND WAY LEAVES**

The Contractor will be required to provide copies of permits for any borrow pits or quarries from which he intends to obtain bedding material or aggregate.

The Contractor must be responsible for obtaining all of the necessary way leaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and must ensure that any way leaves, permissions or permits obtained by the Employer's Agent prior to the award of the Contract are transferred into the Contractor's name. (Refer also to clause C3.4.4 above.)

The Contractor must abide by any conditions imposed by such way leaves, permissions or permits.

The Contractor must ensure that all way leaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

## **PS 8 ALTERATION, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS**

Wherever the Contractor is required to carry out construction to lines and levels based on or tying into existing infrastructure, he must first check that the information provided for the existing works is accurate and correct. Should there be any discrepancies as regards position, or defects in the quality of the existing work which may affect the proposed work, then the Contractor must report these to the Engineer and request clarification prior to proceeding with the new construction.

## **PS 9 INSPECTION OF ADJOINING PROPERTIES**

The Contractor and the Engineer must together inspect and record the condition of all adjoining properties or existing services, prior to the commencement of any work that may impact on these existing facilities in any way.

## **PS 10 WATER FOR CONSTRUCTION PURPOSES**

The Contractor must make his own arrangements with the Community/Owner or Municipality to obtain water for construction purposes.

## **PS 11 SURVEY CONTROL AND SETTING OUT OF THE WORKS**

The Contractor must be solely responsible for the setting out of his work, and will be provided with the necessary bench marks and co-ordinated pegs on which to base the setting out.

All other control points and benchmarks required for construction or computation of quantities must be set out by the Contractor in consultation with the Engineer. Points set out must be clearly marked and the position and all other relevant data placed on a site plan. A copy of the plan must be handed to the Engineer immediately, for control purposes.

Any existing beacons disturbed or removed during the course of the Contract will be replaced at the Contractor's cost. Only a land surveyor or the Engineer's Surveyor who originally installed the beacons will be allowed to replace them.

## **PS 12 MANAGEMENT**

### **PS 12.1 Management of the Works**

#### **PS 12.1.1 Applicable SANS Standards**

The applicable standards are listed in clause PPS 2.

#### **PS 12.1.2 Particular / Generic Specifications**

Particular or generic specifications are included for all parts of the work.

#### **PS 12.1.3 Planning and Programming**

Within 14 days of the Commencement Date the Contractor must prepare and submit to the Engineer for approval a fully detailed programme showing:

- the sequence and duration of all activities required to undertake the scheduled work.
- the linkage between activities deemed to be on the critical path.
- critical dates for receipt of information and drawings.
- milestone date for Completion of different sections of the work.

Whenever the work deviates significantly from the proposed programme for whatever reason, the Contractor must, following a request from the Engineer, must prepare a new programme that shows how the work will be re-scheduled so as to achieve the original Completion Date.

The Contractor must take cognisance of the exploration work which has to be executed prior repairing or replacing of existing pipelines.

#### PS 12.1.4 Sequence of the Works

The sequence of work must be carried out strictly in accordance with the approved programme as detailed above.

#### PS 12.1.5 Methods and Procedures

Prior to the commencement of any work on the Site the Contractor must submit method statements for each separate construction activity that he is required to undertake. The method statements must be submitted to the Engineer for approval at least 10 days prior to the scheduled start of the activity. The method statements must set out the technical procedures to be followed in carrying out the activity and must include details of compliance with both Occupational Health and Safety and Environmental aspects.

The Contractor must ensure that his staff and workers are properly trained in the safe and effective use of any equipment, plant or materials necessary to undertake the work.

#### PS 12.1.6 Quality Control

The Contractor must provide whatever samples of materials are required for approval prior to commencement, together with the applicable test results to prove compliance with the relevant specification. He must undertake all necessary tests that are stipulated in terms of the applicable specification to ensure that his workmanship meets the required standard.

#### PS 12.1.7 Environment

The Contractor must ensure that he is fully aware of the requirements of the CEMP and that he understands his responsibilities regarding both his management of the project and the actual construction activities on Site.

#### PS 12.1.8 Accommodation of Traffic

The Contractor is responsible for the safety of all vehicular and pedestrian traffic affected by his work and must provide all the necessary warning signs, barricading and lighting as necessary, fully in compliance with the requirements of the SADC Road Traffic Signs Manual and with the approval of the Traffic Department.

#### PS 12.1.9 Other Contractors

The Contractor has sole possession of the site and does not have to deal with other contractors.

#### PS 12.1.10 Testing, Completion, Commissioning

Each aspect of the work included in the Contract must be fully tested in accordance with the requirements of the relevant standard specification, as amended by the Specification Data as applicable, prior to completion of the works as a whole. All outstanding work must be completed and substandard work must be corrected prior to completion taking place.

#### PS 12.1.11 Recording of weather

The Contractor is required to keep a detailed record of daily weather conditions on the Site. The information must include rainfall, wind speed and direction, cloud cover and temperature. The format and extent of detail required must be agreed with the Engineer prior to commencement. (Refer to clause PS 12.1.17) below). A summary of inclement weather shall be recorded in the minutes of site meetings.

#### PS 12.1.12 Format of Communications

All communication of whatever nature is through the Engineer. Only under circumstances that relate to health and safety can the Contractor act on instructions issued by any other party. These instructions must then be immediately communicated to the Engineer with a request for confirmation of the instruction.

The Contractor is required to provide a suitable triplicate book which is used for communication between the Engineer or his representative and the Contractor. The book may be used for the issue of site instructions, the request for information or inspections, or merely to record aspects of contractual importance.

#### PS 12.1.13 Key Personnel

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall submit to the Employer's Agent detailed CV's of his key personnel together with their relevant contact details. Should the key personnel not be the same as those included in the tender submission, then the Contractor shall be required to provide personnel with equivalent or better qualifications and experience.

The Contractor keeps a site representative competent to administer and control the works continuously in the Working Areas during the execution of the works. The Contractor informs the Engineer of the name of the site representative, and any instruction given to the site representative by the Engineer is deemed to be given to the Contractor.

#### PS 12.1.14 Management Meetings

The Contractor is required to attend a monthly site meeting during which all aspects relating to the progress, scope, expenditure, OHS, environmental and general administration of the Contract is discussed. The Contractor must ensure that his representative at the meeting has the necessary understanding and authority to make decisions regarding these issues.

In addition, technical meetings are held on monthly, during which time aspects of a more technical nature relating to the actual construction process and quality of the work are addressed.

#### PS 12.1.15 Forms for Contract administration

The Contractor will keep all records as stated below as well as the following:

- EPWP forms to be submitted together with all Payment Certificates.
- Report on progress and labour at site meetings.

#### PS 12.1.16 Payments

All payments to the Contractor are by means of direct electronic transfer and the Contractor must provide his banking details to the Engineer together with the initial payment claim.

#### PS 12.1.17 Daily Records

The Contractor is required to maintain a daily record of all construction activities taking place on Site which includes details of plant, personnel, and visitors as well as other events such as weather conditions or any circumstances that may have a bearing on the nature and progress of his operations.

The Contractor is required to provide a detailed report at each site meeting. The report must be in a format to be agreed with the Engineer and contain the following:

- Details of actual progress versus programme for each construction activity.
- A daily record of rainfall and other weather events that could affect the work.
- Details of any delays that have occurred due to weather or any other cause.
- A record of resources (people, plant and equipment) present on Site.
- Details of any accidents or lost time incidents that have occurred.
- A list of information required.

#### PS 12.1.18 Payment Certificates

Payment Certificates shall be drawn up in an agreed format based on the bills of quantities and any variation orders authorised. The date for submission of each payment claim shall be agreed with the Employer's Agent. The procedure for preparation of Payment Certificates shall be as follows:

- The actual quantity for each item shall be agreed with the Employer's Agent or his representative based on the cumulative total of the previous monthly quantity and the additional work carried out during the month.
- The Contractor shall draw up and submit his claim using the agreed quantities.
- The Employer's Agent shall check the claim and confirm the amount to be paid.
- The Contractor shall provide a VAT invoice to the Employer's Agent for the agreed amount.
- The Employer's Agent shall prepare the payment certificate and submit the claim, accompanied by the VAT invoice.

#### PS 12.1.19 Proof of Compliance with the Law

The Contractor is required to comply with all regulations and laws of whatever nature which are applicable to his operations throughout the duration of the Contract, and produce documentary evidence when requested for all aspects, including, but not limited to:

- Valid proof of registration with the Compensation Commissioner.
- Proof of registration for income tax and VAT.
- Compliance with the Occupational Health and Safety Act and Construction Regulations.

### **PS 12.2 Health and Safety**

The Contractor must comply with all relevant aspects of the Occupational Health and Safety Act together with the Regulations referred to therein, as applicable to the scope of his activities.

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Hazard Identification and Risk Assessments, and preparation of a Health and Safety Plan. All necessary documentation must be prepared and submitted for comment and approval immediately after the Contract award.

Specific Health and Safety considerations applicable to this project are detailed in the Occupational Health and Safety Specification, attached to this document.

Method statements submitted for the Contractor's construction activities include details of compliance with Occupational Health and Safety, and must be submitted immediately after the Contract award and prior to commencement with any work on Site.

The Contractor must provide the necessary personal protective equipment and clothing to all staff as relevant for the type of work being carried out.

Whenever the Contractor's staff are subjected to hazardous substances, excessive dust or noise, he must arrange for pre and post-employment medical examinations on the affected employees.

No member of the Contractor's staff is allowed on Site while under the influence of alcohol or drugs. Any member of his staff who exhibit signs of alcohol or drug usage must be immediately removed from the premises.

The Contractor is responsible for the protection of the public in the areas in which he is working and must provide barricades and lighting as necessary to ensure their safety. He is also responsible for the safe control of traffic wherever his works impact on the existing roadways.



**BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY  
CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR  
MASIHLANGANE BAPHUHLISE & SIYABONGA CO-OPERATIVES IN MAKANA  
LOCAL MUNICIPALITY – SARAH BAARTMAN  
HEALTH AND SAFETY**

## **PAM HEALTH AND SAFETY SPECIFICATIONS**

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

#### **PAM 1 Scope**

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

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

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

Note 2. The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

Note 3. This specification establishes generic health and safety requirements. Site specific requirements for health and safety are stated in the scope of work associated with a contract (see Annexure A).

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

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



## PAM 2 Definitions

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

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

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

**competent person:** any person who:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**safe:** free from any hazard

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

**structure:**

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

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

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

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

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

### **PAM 3 Interpretation**

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

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

## **PAM 4 Requirements**

### **PAM 4.1 General requirement**

The contractor shall:

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

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

### **PAM 4.2 Administration**

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

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

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

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

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

#### **PAM 4.2.2 Copy of the Act**

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

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

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

#### **PAM 4.2.4 Emergency procedures**

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

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

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

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

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

- a) the following documents which shall be placed in the file prior to commencing with physical construction activities
  - 1) copy of the contraction work permit issued in terms of the Construction Regulations 2014;
  - 2) the contractor's health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
  - 3) copies of all risk assessments that were conducted
  - 4) the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;
  - 5) the letters of appointment, as relevant, together with a brief curriculum vita (CV) of:
    - the construction manager and any assistant construction managers;
    - the construction health and safety manager
    - the construction health and safety officer
    - the risk assessor who is tasked to perform the risk assessments; and
    - the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
    - the authorised persons responsible for gas appliances, gas system gas reticulation system covered by the Pressure Equipment Regulations;
  - 6) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulation;
  - 7) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;
  - 8) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;
  - 9) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;
  - 10) the preliminary hazard identification undertaken by a competent person;
  - 11) the organogram which outlines the roles of the construction supervisor's assistants and safety officers; and
  - 12) the contractor's health and safety plan;

- 13) the emergency procedures;
  - 14) the procedure for the issuing and replacement of lost, stolen, worn or damaged personal protective clothing and equipment; and
  - 15) proof that the contractor and all the subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
- b) the following documents, as relevant, which shall be placed in the file after construction activities have commenced
- 1) the letters of appointments, if relevant, together with a brief curricula vita (CV) of:
    - persons who are required to assist the construction supervisor;
    - construction supervisor for the site in respect of construction work covered by the Construction Regulations;
    - competent persons;
    - assistants of construction supervisor; and
    - designers of temporary works.
  - 2) any revisions to the organogram which outlines the roles of the construction supervisor's assistants and safety officers;
  - 3) each and every subcontract agreement and each and every subcontractor's approved health and safety plan;
  - 4) proof that every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
  - 5) proof of all subcontractor's induction training whenever it is conducted;
  - 6) copies of the minutes of the contractor's subcontractors' health and safety meetings;
  - 7) copies of each of the contractor's subcontractors' health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
  - 8) the health and safety plans of all the contractor's subcontractors who are required to provide such plans;
  - 9) copies of the fall protection plan and each revision thereof;
  - 10) a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;
  - 11) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;
  - 12) any report made to an inspector by the health and safety committee;
  - 13) the minutes of all health and safety meetings and any recommendations made to the contractor by the health and safety committee;
  - 14) the findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;
  - 15) the inputs of the safety officer, if any, into the health and safety plan;
  - 16) details of induction training conducted whenever it is conducted including the list of attendees;
  - 17) proof of the following where suspended platforms are used:
    - a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
    - proof of competency of erectors, operators and inspectors;

- proof of compliance of operational design calculations with requirements of the system design certificate;
  - proof of performance test results;
  - sketches indicating the completed system with the operational loading capacity of the platform;
  - procedures for and records of inspections having been carried out;
  - procedures for and records of maintenance work having been carried out;
  - proof that the prescribed documentation has been forwarded to the provincial director;
- 18) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;
  - 19) a copy of risk assessments made by competent persons;
  - 20) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;
  - 21) the names of the first aiders on site and copies of the first aid certificates of competency;
  - 22) the names of the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;
  - 23) medical certificates of fitness for the contractor's and subcontractors' employees specific to the construction work to be performed and issued by an occupational health and safety practitioner;
  - 24) details of all incidents together with the Contractor's investigative report on such incident;
  - 25) the record of inspections carried out by the designers of structures to ensure compliance with designs; and
  - 26) any other documentation required in terms of regulations issued in terms of the Act including a record of all drawings, designs, materials used and other similar information concerning the completed structure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The contractor shall ensure that:

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

#### **PAM 4.3 Appointments**

##### **PAM 4.3.1 Construction manager**

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

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

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

##### **PAM 4.3.3 Construction supervisors**

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

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



#### **PAM 4.3.4 Competent persons**

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

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

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

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

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

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

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

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

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

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



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

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

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

##### **PAM 4.5.1 General**

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

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

**PAM 4.5.1.2** The contractor shall ensure that:

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

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

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

##### **PAM 4.5.2 Risk assessment**

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

- a) identify hazards to which persons may be exposed to;
- b) analyses and evaluate the identified risks associated with the identified hazards;

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

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

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

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

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

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

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

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

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

**PAM 4.5.3 Health and safety plans**

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

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

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

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

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

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

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

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

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

**PAM 4.5.4 Responsibilities towards employees and visitors**

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

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

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

induction when working on site.

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

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

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

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

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

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

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

#### **PAM 4.5.5 Subcontractors**

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

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

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

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

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

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

- f) each subcontractor performing construction work has and maintains a health and safety file containing the relevant information described in 4.2.5; and
- g) each sub-contractor's health and safety plan is implemented and maintained.

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

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

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

**PAM 4.5.5.8** The contractor shall ensure that:

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

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

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

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

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

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

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

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

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

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

**PAM 4.5.7 Facilities for workers**

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

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

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

**PAM 4.6 Design of temporary work**

The contractor shall:

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

## PAM 5 MEASUREMENT AND PAYMENT

### PAM 5.1 Principles

Tenderers (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main Tenderer) must ensure that they make adequate financial provision in their tenders for full compliance with the OHS Act, the Regulations thereto and this H & S specification. Financial provision shall therefore be made by each Tenderer for, inter alia, the following:

- Carrying out and documenting risk assessments of all work to be carried out under the contract.
- Preparation of safe work procedures.
- Preparation of an H & S plan, discussing it with the Employer, and then amending it as agreed.
- Preparation of a Project H & S File to include all requirements of Annexure A.
- Regular updating of all of the foregoing.
- Provision of medical certificates of employees.
- Provision of PPE and protective clothing for employees
- Complying with all H & S requirements for the duration of the contract.
- Provision of forced ventilation (as required when working in confined spaces).
- The completion and checking of the safety file upon completion of the works and handing it over to the Employer.

To enable the Employer to appraise the allowances that Tenderers have made for H & S in their tenders, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.

Failure by a Tenderer to submit realistic prices for the scheduled H & S items may prejudice his tender.

#### ANNEXURE A (to H & S specification)

### PAM 6 TASK COMPLETION FORM

The Principal Contractor and Sub-Contractors must submit proof of compliance with Annexure A with the construction phase H & S plan where applicable.

PAM Item No.	Requirement	OHS Act Requirement	Submission Date
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3	Competence of Responsible Persons	Employer Requirement & OHS Act	Together with H & S plan
2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H & S plan
2.5	Health and Safety Organogram	Employer Requirement	Together with H & S plan
2.6	Initial Hazard Identification and Risk Assessment based on the Employer's assessment	Construction Regulations.	Together with H & S plan
2.7	Medical Certificate of Employees	Construction Regulations	On commencement of construction.



**PAM 7 OTHER REQUIREMENTS**

The Principal Contractor shall comply but not be limited to the following requirements and shall report on these to the Employer at progress meetings or at least monthly whichever is sooner.

<b>What</b>	<b>When</b>	<b>Output</b>	<b>Accepted by Employer &amp; date</b>
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> <li><input type="checkbox"/> Incidents / accidents and investigations</li> <li><input type="checkbox"/> Non-conformances by employees &amp; contractors</li> <li><input type="checkbox"/> Internal &amp; External H &amp; S audit reports</li> </ul>	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> <li><input type="checkbox"/> Scaffolding</li> <li><input type="checkbox"/> Excavations</li> <li><input type="checkbox"/> Formwork &amp; support work</li> <li><input type="checkbox"/> Explosive tools</li> </ul>	
General Inspections	Monthly	<ul style="list-style-type: none"> <li><input type="checkbox"/> Firefighting equipment</li> <li><input type="checkbox"/> Portable electrical equipment</li> <li><input type="checkbox"/> Ladders</li> <li><input type="checkbox"/> Lifting equipment/slings</li> </ul>	
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	



## **PAM 8 MEASUREMENT AND PAYMENT**

### **PAM 8.1 Basic principles**

In addition to those aspects covered by PAM 8.2 below, Occupational Health and safety aspects related to particular items of work will be held to be covered by the tendered sum or rate for that work.

### **PAM 8.2 Scheduled items**

#### **8.2.1 General safety obligations .....Unit: Sum**

Compliance with the general health and safety obligations will be measured and paid by the sum. This item may be scheduled as a fixed charge item.

#### **8.2.2 Time related obligations .....Unit: Month**

Compliance with the general health and safety obligations will be measured and paid by the sum. This item may be scheduled as a time-related item.

# **C19 OHS COVID 19 HEALTH AND SAFETY SPECIFICATIONS**

## **COVID 19 Generic Occupational Health and Safety Specification for Construction Work Contracts**

### **C19 OHS: SCOPE**

This health and safety specification in respect of COVID 19 for construction work contract:

- a) provides the overarching framework within which the contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Disaster Management Act (57/2002): Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (C19 OHS), 2020 during construction;
- b) establishes the manner in which the contractor is to manage the risk of health and safety incidents in during the construction; and
- c) establishes the manner in which the employer's health and safety agent will interact with the contractor.

### **C19 OHS 1 MEASUREMENT AND PAYMENT**

#### **C19 OHS 1.1 Basic principles**

Occupational Health and safety aspects related particular to COVID 19 for all items of work to be covered by the tendered sum or rate for COVID 19 related items as per regulations.

#### **C19 OHS 1.2 Scheduled items**

**ITEM**

**UNIT**

##### **C19 OHS 1.2.1 General safety obligations C19 OHS: ..... Sum**

Compliance with the COVID 19 General Health and Safety obligations will be measured and paid by the sum. This item may be scheduled as a fixed charge item.

##### **C19 OHS 1.2.2 Time related obligations C19 OHS: ..... Month**

Compliance with the COVID 19 General Health and Safety obligations will be measured and paid by the number of months. This item may be scheduled as a time-related item.

SEE BELOW GOVERNMENT GAZETTE, 29 APRIL 2020, No. 43257, COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020



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NO. 479

DEPARTMENT OF LABOUR

29 APRIL 2020

DEPARTMENT OF EMPLOYMENT AND LABOUR

**COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020**

***DIRECTIVE BY THE MINISTER OF EMPLOYMENT AND LABOUR IN TERMS OF REGULATION 10 (8) OF THE REGULATIONS ISSUED BY THE MINISTER OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS IN TERMS OF SECTION 27 (2) OF THE DISASTER MANAGEMENT ACT, 2002 (ACT NO. 57 OF 2002)***

I, Thembelani Waltermade Nxesi, the Minister of Employment and Labour, acting in terms of Regulation 10 (8) of the Regulations issued by the Minister of Cooperative Governance and Traditional Affairs in terms of section 27 (2) of the Disaster Management Act, 2002 (Act No. 57 of 2002) in terms of Regulation 10 (8) of the Regulations issued by the Minister of Cooperative Governance and Traditional Affairs in terms of section 27 (2) of the Disaster Management Act, 2002 (Act No. 57 of 2002) has determined that it is necessary to adopt and implement occupational health and safety measures to (reduce and eliminate) the escalation of COVID-19 infections in workplaces as set out in the Schedule.



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**MR. T. W. NXESI, MP MINISTER OF EMPLOYMENT AND LABOUR DATE: 28 APRIL 2020**

# **SCHEDULE**

## **COVID-19 Direction on Health and Safety in the Workplace**

### **issued by the Minister in terms of Regulation 10(8) of the National Disaster Regulations**

#### **PREAMBLE**

1. On 17 March 2020, the Department of Employment and Labour issued guidelines for employers to deal with COVID-19 at workplaces.<sup>1</sup> The Department of Employment and Labour appealed to employers to use the prescriptions of the OHS Act in particular the Hazardous Biological Agents Regulations governing workplaces in relation to Coronavirus Disease 2019 caused by the SARS-CoV-2 virus.
2. In the period since the issuing of the guidelines, a clearer picture has emerged about COVID-19 and the nature of the hazard and risk in the workplace and the precautions that should be taken to minimise the risk. The purpose of these directives is to stipulate measures that must be taken by employers in order to protect the health and safety of workers and members of the public who enter their workplaces or are exposed to their working activities.
3. These directives seek to ensure that the measures taken by employers under the OHS Act are consistent with the overall national strategies and policies to minimise the spread of COVID-19.
4. The OHS Act, read with its regulations and incorporated standards, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of workers and to take such steps as may be reasonably practicable to eliminate or mitigate the hazard or potential hazard.
5. The OHS Act further requires employers, to ensure, as far as is reasonably practicable, that all persons who may be directly affected by their activities (such as customers, clients or contractors and their workers who enter their workplace or come into contact with their employees) are not exposed to hazards to their health or safety. This obligation also applies to self-employed persons (for example, plumbers or electricians) whose working activities bring them into contact with members of the public.
6. For the purposes of the OHS Act in the workplaces to which this Directive applies, the identifiable hazard relating to COVID-19 is that workers face is the transmission by an infected person to workers in the workplace. In workplaces to which the public has access, the hazard includes transmission of the virus by members of the public. Each situation requires special measures to be implemented by employers in order to prevent the transmission of the virus.
7. Although the OHS Act requires employers to review and update risk assessments on a regular basis, the new hazard posed by COVID-19 is clearly identifiable and the basic measures to eliminate or minimise the risk are now well known<sup>2</sup>. The object of conducting or updating a risk assessment in respect of COVID-19 is to provide specific focus on COVID-19 and adapt the measures required by this Directive to specific working environments taking into account the Risk Assessment Guides published online by the National Department of Health.
8. This Directive is based on infection transmission prevention and specific occupational hygiene practices that focus on the need for employers to implement measures to mitigate or eliminate the transmission of the virus in the workplace.
9. This Directive recognises that there are sector specific measures that need to be taken into account and accordingly provides for sector guidelines to supplement this Directive.

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<sup>1</sup>

<http://www.labour.gov.za/DocumentCenter/Publications/Occupational%20Health%20and%20Safety/COVID19%20Guideline%20Mar2020.pdf>

<sup>2</sup> These basic measures may be further refined in the sector guidelines or in amendments to the direction as the science on the transmission of the disease progresses.

10. This Directive does not reduce the existing obligations of the employer in terms of OHSA nor prevent an employer from implementing more stringent measures in order to prevent the spread of the virus.

### **DEFINITIONS**

11. In this Directive, unless the context indicates otherwise –
- “**BCEA**” means the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);
- “**COVID-19**” means Coronavirus Disease 2019;
- “**Disaster Management Act**” means the Disaster Management Act, 2002 (Act No. 57 of 2002);
- “**OHSA**” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
- “**PPE**” means personal protective equipment;
- “**virus**” means the SARS-CoV-2 virus;
- “**worker**” means any person who works in an employer’s workplace including an employee of the employer or contractor, a self-employed person or volunteer<sup>3</sup>; “**workplace**” means any premises or place where a person performs work.

### **APPLICATION**

12. Subject to clause 13, this Directive applies to employers and workers in respect of-
- 12.1 the manufacturing, supply or provision of essential goods or essential services, as defined in Schedule 2 of the Regulations issued in terms of section 27(2) of the Disaster Management Act;
  - 12.2 any workplace permitted to continue or commence operations before the expiry of those Regulations.
13. This Directive does not apply to workplaces-
- 13.1 excluded from the OHSA in terms of section 1(3) of the OHSA;
  - 13.2 in which medical and health care services as defined in Schedule 2 in the Regulations issued in terms of section 27(2) of the Disaster Management Act (other than retail pharmacies) are performed;
  - 13.3 in respect of which another Minister has issued a directive under those Regulations dealing with health and safety.
14. Subject to the employer’s obligations under OHSA to conduct a risk assessment, employers with less than 10 employees need only apply the measures set out in clause 40 of this Directive.

### **Period of application**

15. This Directive remains in force for as long as the declaration of a national disaster published in *Government Gazette* 43096 on 15 March 2020 remains in force.

### **Administrative measures**

16. Every employer must establish the following administrative measures:
- 16.1 It must undertake a risk assessment to give effect to the minimum measures required by this Directive taking into account the specific circumstances of the workplace.
  - 16.2 If the employer employs more than 500 employees, that employer must submit a record of its risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHSA to-
    - 16.2.1 Its health and safety committee established in terms of section 19 of OHSA; and
    - 16.2.2 The Department of Employment and Labour.<sup>4</sup>
  - 16.3 It must notify all workers of the contents of this Directive and the manner in which it intends to implement it;

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<sup>3</sup> The distinction between ‘worker’ and ‘employee’ in the Direction is used to ensure that all persons who in work in a workplace are protected and to locate the responsibility in respect of certain obligations imposed on the employer in respect of its employees such as an application for illness benefits or worker’s compensation.

<sup>4</sup> Submission must be made to the Provincial Chief Inspector at <http://www.labour.gov.za/AboutUs/Ministry/Pages/IES0320-7398.aspx>

- 16.4 It must notify its employees that if they are sick or have symptoms associated with the COVID–19 that they must not come to work and to take paid sick leave in terms of section 22 of the BCEA;
- 16.5 It must appoint a manager to address employee or workplace representative concerns and to keep them informed and, in any workplace in which a health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken;
- 16.6 It must ensure that the measures required by this Directive and its risk assessment plan are strictly complied with through monitoring and supervision;
- 16.7 It must, as far as practicable, minimize the number of workers on at the workplace at any given time through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing, as contemplated in clause 17;
- 16.8 It must take measures to minimize contact between workers as well as between workers and members of the public;
- 16.9 It must provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of masks, cough etiquette and where to go for screening or testing if presenting with the symptoms;
- 16.10 If a worker has been diagnosed with COVID-19, an employer must-
  - 16.10.1 Inform the Department of Health<sup>5</sup> and the Department of Employment and Labour; and
  - 16.10.2 Investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place; and
- 16.11 it must give administrative support to any contact-tracing measures implemented by the Department of Health.

### **Social distancing measures**

- 17. Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half metres between workers while they are working, for example, at their workstations. Depending on the circumstances of the workplace or the nature of the sector, the minimum distance may need to be longer. Reducing the number of workers present in the workplace at any time in terms of clause 16.5 may assist in achieving the required social distancing.
- 18. If it is not practicable to arrange work stations to be spaced at least one and a half metres apart, the employer must-
  - 18.1 arrange physical barriers to be placed between work stations or erected on work stations to form a solid physical barrier between workers while they are working; or
  - 18.2 if necessary, supply the employee free of charge with appropriate PPE based on a risk assessment of the working place.
- 19. Every employer must ensure that social distancing measures are implemented through supervision both in the workplace and in the common areas outside the immediate workplace through queue control or within the workplace such as canteens and lavatories. These measures may include dividing the workforce into groups or staggering break-times to avoid the concentration of workers in common areas.

### **Health and safety measures**

- 20. Every employer must implement the following health and safety measures.

#### **Symptom screening<sup>6</sup>**

- 21. Every employer must take measures to-
  - 21.1 screen any worker, at the time that they report for work, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing);
  - 21.2 require every worker to report whether they suffer from any of the following additional symptoms: body aches, loss of smell or loss of taste, nausea, vomiting, diarrhea, fatigue, weakness or tiredness; and

<sup>5</sup> Report may be made to the COVID-19 hotline: 0800 02 9999.

<sup>6</sup> For more specific guidelines see: Department of Health “Guidelines for symptom monitoring and management of essential workers for COVID-19 related infection”.



- 21.3 require workers to immediately inform the employer if they experience any of the symptoms in sub-clauses 21.1 and 21.2 while at work.
- 22. Employers must comply with any guidelines issued by the National Department of Health in consultation with the Department in respect of –
  - 22.1 symptom screening; and
  - 22.2 if in addition required to do so, medical surveillance and testing.
- 23. If a worker presents with those symptoms, or advises the employer of these symptoms, the employer must –
  - 23.1 not permit the worker to enter the workplace or report for work; or
  - 23.2 if the worker is already at work immediately-
    - 23.2.1 isolate the worker, provide the worker with a FFP1 surgical mask and arrange for the worker to be transported in a manner that does not place other workers or members of the public at risk either to be self-isolated or for a medical examination or testing; and
    - 23.2.2 assess the risk of transmission, disinfect the area and the worker's workstation, refer those workers who may be at risk for screening and take any other appropriate measure to prevent possible transmission;
  - 23.3 ensure that the worker is tested or referred to an identified testing site;
  - 23.4 place its employee on paid sick leave in terms of section 22 of the BCEA or if the employee's sick leave entitlement under the section is exhausted, make application for an illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act;
  - 23.5 ensure that the employee is not discriminated against on grounds of having tested positive for COVID-19 in terms of section 6 of the Employment Equity Act, 1998 (Act No. 55 of 1998);
  - 23.6 if there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020.<sup>7</sup>
- 24. If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work on the following conditions:
  - 24.1 The worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID-19;
  - 24.2 the employer ensures that personal hygiene, wearing of masks, social distancing, and cough etiquette is strictly adhered to by the worker; and
  - 24.3 the employer closely monitors the worker for symptoms on return to work.

### **Sanitizers, disinfectants and other measures**

- 25. For the purposes of these clauses, a hand sanitizer must be one that has at least 70% alcohol content and is in accordance with the recommendations of the Department of Health.
- 26. Every employer must, free of charge, ensure that –
  - 26.1 there are sufficient quantities of hand sanitizer based on the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use;
  - 26.2 every employee who works away from the workplace, other than at home, must be provided with an adequate supply of hand sanitizer.
- 27. If a worker interacts with the public, the employer must provide the worker with sufficient supplies of hand-sanitizer at that worker's workstation for both the worker and the person with whom the worker is interacting.
- 28. Every employer must take measures to ensure that-
  - 28.1 all work surfaces and equipment are disinfected before work begins, regularly during the working period and after work ends;
  - 28.2 all areas such as toilets, common areas, door handles, shared electronic equipment are regularly cleaned and disinfected;
  - 28.3 disable biometric systems or make them COVID-19-proof.
- 29. The employer must ensure that-
  - 29.1 there are adequate facilities for the washing of hands with soap and clean water;

<sup>7</sup> GG 43126 GN193 of 23 March 2020.

- 29.2 only paper towels are provided to dry hands after washing – the use of fabric toweling is prohibited;
- 29.3 the workers are required to wash their hands and sanitize their hands regularly while at work;
- 29.4 the workers interacting with the public are instructed to sanitize their hands between each interaction with public;
- 29.5 surfaces that workers and members of the public come into contact with are routinely cleaned and disinfected.

### **Cloth masks**

- 30. The main benefit of everyone wearing a cloth mask is to reduce the amount of virus droplets being coughed up by those with the infection and transmitted to others and to surfaces that others may touch. Since some persons with the virus may not have symptoms or may not know they have it, the Department of Health requires that all persons wear cloth masks when in a public place.
- 31. For the reasons underlying the Department of Health's requirement, every employer must –
  - 31.1 provide each of its employees, free of charge, with a minimum of two cloth masks, which comply with the requirement set out in the Guidelines issued by the Department of Trade, Industry and Competition,<sup>8</sup> for the employee to wear while at work and while commuting to and from work; and
  - 31.2 require any other worker to wear masks in the workplace.
- 32. The number and replaceability of cloth masks that must be provided to an employee or required of other workers must be determined in accordance with any sectoral guideline and in the light of the employee or worker's conditions of work, in particular, where these may result in the mask becoming wet or soiled.
- 33. Every employer must ensure that workers are informed, instructed, trained and instructed as to the correct use of cloth masks.
- 34. An employer must make appropriate arrangements for the washing, drying and ironing of cloth masks in accordance with the Guidelines referred in clause 31.1 recommendations.
- 35. The general requirement for workers to wear masks does not derogate from the fact that, where a risk assessment indicates that PPE is required, those categories of workers must be provided with the accredited PPE in accordance with Department of Health guidelines.

### **Measures in respect of workplaces to which public have access**

- 36. The principal purpose of the measures contained in the following clause is to protect workers from being exposed to the virus through their interaction with the public and to protect members of the public from being exposed to virus through their interaction with workers or other persons present in such a workplace.
- 37. Depending on what is reasonably practicable given the nature of the workplace, every employer must-
  - 37.1 arrange the workplace to ensure that there is a distance at least one and a half metres between workers and members of the public or between members of the public; or
  - 37.2 put in place physical barriers or provide workers with face shields or visors;
  - 37.3 if appropriate, undertake symptom screening measures of persons other than the employees entering the workplace with due regard to available technology and any guidelines issued by the Department of Health;
  - 37.4 if appropriate, display notices advising persons other than employees entering the workplace of the precautions they are required to observe while in the workplace;
  - 37.5 require members of the public, including suppliers, to wear masks when inside their premises.

### **Ventilation**

- 38. Every employer must –
  - 38.1 keep the workplace well ventilated by natural or mechanical means to reduce the SARS-CoV-2 viral load;
  - 38.2 where reasonably practicable, have an effective local extraction ventilation system with high-efficiency particulate air HEPA filters, which is regularly cleaned and maintained, and its vents do not feedback in through open windows;
  - 38.3 ensure that filters are cleaned and replaced in accordance with the manufacturer's instructions by a competent person.

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<sup>8</sup> [http://www.thedtic.gov.za/wp-content/uploads/Updated\\_Recommended\\_Guidelines\\_Fabric\\_Face\\_Masks.pdf](http://www.thedtic.gov.za/wp-content/uploads/Updated_Recommended_Guidelines_Fabric_Face_Masks.pdf).

## **Other PPE**

39. Every employer must check regularly on the websites of the National Department of Health<sup>9</sup>, National Institute of Communicable Diseases<sup>10</sup> and the National Institute for Occupational Health<sup>11</sup> whether any additional PPE is required or recommended in any guidelines given the nature of the workplace or the nature of a worker's duties.

## **SMALL BUSINESSES**

40. Employers with less than 10 employees must take the following measures:
- 40.1 arrange the workplace to ensure that employees are at least one and half metres apart or, if not practicable, place physical barriers between them to prevent the possible transmission of the virus;
  - 40.2 ensure that employees that present with the symptoms set out in clause 21 are not permitted to work;
  - 40.3 immediately contact the COVID-19 hotline: 0800 02 9999 for instruction and direct the employee to act in accordance with those instructions;
  - 40.4 provide cloth masks or require an employee to wear some form of cloth covering over their mouth and nose while at work;
  - 40.5 provide each employee with hand sanitizers, soap and clean water to wash their hands and disinfectants to sanitize their workstations;
  - 40.6 ensure that each employee while at work washes with soap and sanitizes their hands; and
  - 40.7 ensure that their workstations are disinfected regularly;
  - 40.8 take any other measures indicated by a risk assessment.

## **Worker obligations**

41. In addition to the obligations of employees under the OHS Act, every worker is obliged to comply with measures introduced by their employer as required by this Directive.

## **Monitoring and enforcing the Directive**

42. An inspector designated in terms of section 28 of OHS Act may perform any of the functions in section 29 of OHS Act and exercise any of the powers listed in section 30 of OHS Act in order to monitor compliance with this Directive.
43. In so far as any contravention of this Directive constitutes a contravention of an obligation or prohibition under OHS Act, the offences and penalties provided for in section 38 of OHS Act apply.
44. An inspector, contemplated in clause 42, may for the purpose of promoting, monitoring and enforcing compliance with the OHS Act, advise employees and employers of their rights and obligations in terms of this Directive in accordance with section 64 of the BCEA.

## **Sectoral guidelines**

45. The Chief Inspector appointed in terms of section 27 of OHS Act must facilitate the development of sector specific guidelines to supplement this Directive by engaging with the social partners through the offices of the National Economic Development and Labour Advisory Council.
46. The sector specific guidelines must follow the template attached as Annexure A.

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<sup>9</sup> <http://www.health.gov.za/>

<sup>10</sup> <https://www.nicd.ac.za/>

<sup>11</sup> <http://www.nioh.ac.za/>

## **ANNEXTURE A**

### **SECTORAL GUIDELINES TEMPLATE**

#### **1. Risk assessment**

- 1.1. Identification of exposure levels
- 1.2. Identification of “high contact” activities
- 1.3. Identification of vulnerable workers and special measures for their protection, including protection against unfair discrimination or victimization

#### **2. Engineering controls**

- 2.1. Ventilation
- 2.2. Physical barriers
- 2.3. Adaptation of workstations to increase social distance

#### **3. Administrative controls**

- 3.1. Screening/ reporting of symptoms/ sick leave
- 3.2. Minimizing contact
- 3.3. Rotation and shift work
- 3.4. Work-at-home strategies
- 3.5. Communication and information strategies
- 3.6. Role of health and safety committees and representatives
- 3.7. Education and training
- 3.8. Reporting of incidents for regulatory purposes
- 3.9. Reporting for purposes of public health, contact tracing, screening, testing and surveillance

#### **4. Healthy and safe work practices**

- 4.1. Disinfectants, sanitisers and personal hygiene
- 4.2. Other

#### **5. PPE**

- 5.1. Masks
- 5.2. Gloves
- 5.3. Facial shields
- 5.4. Other

#### **6. Provision of safe transport for employees**

- 6.1. Personal hygiene
- 6.2. Social distancing
- 6.3. Arrangements to minimise exposure associated with commuting
- 6.4. Cloth masks (if commuter)
- 6.5. PPE (driver/conductor of employer-provided transport)

**BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY  
CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR  
MASIHLANGANE BAPHUHLISE & SIYABONGA CO-OPERATIVES IN MAKANA LOCAL  
MUNICIPALITY – SARAH BAARTMAN**

**ENVIRONMENTAL MANAGEMENT PLAN**

## **PEM ENVIRONMENTAL MANAGEMENT PLAN**

### **PEM.1 PURPOSE**

The purpose of the EMP is to encourage good management practices through planning and commitment with respect to environmental issues, and to provide rational and practical environmental guidelines to minimise disturbance of the natural environment.

### **PEM.2 RESPONSIBILITIES FOR ENVIRONMENTAL MANAGEMENT**

The contractor will be responsible for environmental control on site during construction and the maintenance period. The construction activities will be monitored by an independent environmental specialist and audited against the EMP.

### **PEM.3 TRAINING AND INDUCTION OF EMPLOYEES**

The contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.).

### **PEM.4 COMPLAINTS REGISTER AND ENVIRONMENTAL INCIDENT BOOK**

Any complaints received by the project team from the community will be recorded. The complaint will be brought to the attention of the site manager.

All complaints received will be investigated and a response given to the complainant within 28 days.

All environmental incidents occurring on the site will also be recorded.

### **PEM.5 ENVIRONMENTAL SAFETY**

The management of impacts associated with various categories of concern is discussed as separate topics, indicated below.

#### **PEM.5.1 Soil**

- (a) Topsoil should be temporarily stockpiled, separately from (clay) subsoil and rocky material, when areas are cleared. If mixed with clay sub-soil the usefulness of the topsoil for rehabilitation of the site will be lost.
- (b) Stockpiled topsoil should not be compacted and should be replaced as the final soil layer. No vehicles are allowed access onto the stockpiles after they have been placed.
- (c) Stockpiled soil should be protected by erosion-control berms if exposed for a period of greater than 14 days during the wet season. The need for such measures will be indicated in the site-specific report.
- (d) Topsoil stripped from different sites must be stockpiled separately and clearly identified as such. Topsoil obtained from sites with different soil types must not be mixed.
- (e) Topsoil stockpiles must not be contaminated with oil, diesel, petrol, waste or any other foreign matter, which may inhibit the later growth of vegetation and microorganisms in the soil.
- (f) Soil must not be stockpiled on drainage lines or near watercourses without prior consent from the Project

Manager.

- (g) Soil should be exposed for the minimum time possible once cleared of invasive vegetation, that is the timing of clearing and grubbing should be coordinated as much as possible to avoid prolonged exposure of soils to wind and water erosion. Stockpiled topsoil must be either vegetated with indigenous grasses or covered with a suitable fabric to prevent erosion and invasion by weeds.
- (h) Limited vehicular access is allowed across rocky outcrops and ridges.
- (i) All cut and fill surfaces need to be stabilized with appropriate material or measures when major civil works are complete.
- (j) Erosion and donga crossings must be dealt with as river crossings. Appropriate soil erosion and control procedures must be applied to all embankments that are disturbed and de-stabilized.
- (k) All equipment must be inspected regularly for oil or fuel leaks before it is operated. Leakages must be repaired on mobile equipment or containment trays placed underneath immobile equipment until such leakage has been repaired.
- (l) Soil contaminated with oil must be appropriately treated and disposed of at a permitted landfill site or the soil can be regenerated using bio-remediation methods.
- (m) Runoff must be reduced by channeling water into existing surface drainage system.

#### **PEM.5.2 Water**

- (a) Adequate sedimentation control measures must be instituted at any river crossings when excavations or disturbance of a riverbanks or riverbeds takes place.
- (b) Adequate sedimentation control measures must be implemented where excavations or disturbance of drainage lines of a wetland may take place.
- (c) All fuel, chemical, oil, etc. spills must be confined to areas where the drainage of water can be controlled. Use appropriate structures and methods to confine spillages such as the construction of berms and pans, or through the application of surface treatments that neutralize the toxic effects prior to the entry into a watercourse.
- (d) Oil absorbent fibers must be used to contain oil spilt in water.
- (e) During construction through a wetland, the majority of the flow of the wetland should be allowed to pass downstream.
- (f) Vehicular traffic across wetland areas must be avoided.
- (g) No dumping of foreign material in streams, rivers and/or wetland areas is allowed.
- (h) The wetland area and/or river must not be drained, filled or altered in any way including alteration of a bed and/or, banks, without prior consent from the DWS. The necessary licenses must be obtained in terms of Section 21 and 22 of the National Water Act, 36 of 1998 from DWS.
- (i) No fires or open flames are allowed in the vicinity of the wetland, especially during the dry season.
- (j) No swimming, washing (including vehicles and equipment), fishing or related activity is permitted in a wetland or river without written permission from the Project Manager.
- (k) Disturbances to nesting, breeding and roaming sites of animals in or adjacent to wetland areas must be minimized.

### **PEM.5.3 Air**

- (a) Speed limits must be implemented in all areas, including public roads and private property to limit the levels of dust pollution.
- (b) Dust must be suppressed on access roads and construction sites during dry periods by the regular application of water or a biodegradable soil stabilization agent. Water used for this purpose must be used in quantities that must not result in the generation of run-off.
- (c) The site-specific investigation will quantify the impact of dust on nearby wetlands, rivers and dams in terms of sedimentation. Mitigation measures identified during the site specific study must be implemented.
- (d) The Contractor must notify the Principal of all schools within 50m of the site of proposed activities. The Principal must in turn ensure that children with allergies and respiratory ailments take the necessary precautionary measures during the construction period. The Contractor must ensure that construction activities do not disturb school activities e.g. dust clouds may reduce visibility affecting sports activities.
- (e) Waste must be disposed of, as soon as possible at a municipal transfer station, skip or on a permitted landfill site. Waste must not be allowed to stand on site to decay, resulting in malodours.
- (f) Noise control measures must be implemented. All noise levels must be controlled at the source. All employees must be given the necessary ear protection gear. IAP's must be informed of the excessive noise factors.
- (g) The Contractor must inform all adjacent landowners of any after-hour construction activities and any other activity that could cause a nuisance e.g. the application of chemicals to the work surface. Normal working hours must be clearly indicated to adjacent land owners.
- (h) No loud music is allowed on site and in construction camps.
- (i) No fires are allowed if smoke from such fires will cause a nuisance to IAP's.

### **PEM.5.4 Social and Cultural**

- (a) Access by non-construction people onto any construction sites must be restricted. The Contractors activities and movement of staff must be restricted to designated construction areas only.
- (b) The Contractors crew must be easily identifiable due to clothing, identification cards or other methods.
- (c) Rapid migration of job seekers could lead to squatting and social conflict with resident communities and increase in social pathologies if not properly addressed. The Contractor must ensure that signs indicating the availability of jobs are installed.
- (d) Criteria for selection and appointment (by the Contractor) of construction labour must be established to allow for preferential employment of local communities. The Local Authority must be actively involved in the process of appointing temporary labourers.
- (e) Sub-Contractors and their employees must comply with all the requirements of this document and supporting documents e.g. the Contract document that applies to the Contractor. Absence of specific reference to the sub-contractor in any specification does not imply that the sub-contractor is not bound by this document.
- (f) No member of the construction workforce is allowed to wander around private property, except within the immediate surroundings of the site.
- (g) The Contractor must provide suitable sanitation facilities for site staff. Sanitation provided during the construction phase should be managed so that it does not cause environmental health problems. The use of the surrounding fields or grounds for toilet purposes is not permitted under any circumstance.



- (h) The Contractor must arrange for all his employees and those of his sub-contractors to be informed of the findings of the environmental report before the commencement of construction to ensure:
- A basic understanding of the key environmental features of the work site and environments, and
  - Familiarity with the requirements of this document and the site specific report.
- (i) Supervisory staff of the Contractor or his sub-contractors must not direct any person to undertake any activities which would place such person in contravention of the specifications of this document endanger his/her life or cause him/her to damage the environment.
- (j) The demand for construction materials and supplies will have an effect on the local economy. This impact can be optimised by sourcing and purchasing materials locally and regionally wherever possible, insofar as the material complies with the design specification.
- (k) The Contractor must maintain a detailed complaints register. This must be forwarded, together with solutions, to the authorities when requested.

#### **PEM.5.5          Aesthetics**

- (a) Scenic Quality

Damage to the natural environment must be minimized.

Trees and tall woody shrubs must be protected from damage to provide a natural visual shield. Excavated material must not be placed on such plants and movement across them must not be allowed, as far as practical.

The clearing of all sites must be kept to a minimum and surrounding vegetation must, as far as possible, be left intact as a natural shield.

No painting or marking of natural features must be allowed.

- (b) All above ground structures could be treated or painted to blend in with the natural environment.
- (c) Cut and fill areas, river and stream crossings and other soil stabilisation works must be constructed to blend in with the natural environment.
- (d) Natural outcrops, rocky ridges and other natural linear features, must not be bisected. Vegetation on such features must, as far as possible, not be cut unless absolutely necessary for construction.
- (e) Excavated material must be flattened (not compacted) or removed from site. No heaps of spoil material must be left on site once the Contractor has moved off site either temporarily or permanently.
- (f) Any complaints from interest groups regarding the appearance of the construction site must be recorded and addressed promptly by the Contractor.

#### **PEM.5.6          Archaeology and Cultural Sites**

- a) All finds of human remains must be reported to the nearest police station.
- b) Human remains from the graves of victims of conflict, or any burial ground or part thereof which contains such graves and any other graves that are deemed to be of cultural significance may not be destroyed, damaged, altered, exhumed or removed from their original positions without a permit from the South African Heritage and Resource Agency (SAHRA).
- c) Work in areas where artefacts are found must cease immediately.
- d) Under no circumstances must the Contractor, his/her employees, his/her sub-contractors or his/her sub-contractors' employees remove, destroy or interfere with archaeological artefacts. Any person who causes intentional damage to archaeological or historical sites and/or artefacts could be penalised or legally prosecuted in terms of the National Heritage Resources Act, 25 of 1999.



- e) A fence at least 2 m outside the extremities of the site must be erected to protect archaeological sites.
- f) All known and identified archaeological and historical sites must be left untouched.
- g) Work in the area can only be resumed once the site has been completely investigated. The Project Manager will inform the Contractor when work can resume.

**PEM.5.7 Flora**

- a) All suitable and rare flora and seeds must be rescued and removed from the site. They must be suitably stored, for future use in rehabilitation.
- b) The felling and/or cutting of trees and clearing of bush must be minimized.
- c) Bush must only be cleared to provide essential access for construction purposes.
- d) The spread of alien vegetation must be minimized.
- e) Any incident of unauthorized removal of plant material, as well as accidental damage to priority plants, must be documented by the Contractor.
- f) Woody vegetative matter stripped during construction must either be spread randomly throughout the surrounding fields so as to provide biomass for other microorganisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated top soiled surface. No vegetative matter must be burnt or removed for firewood other than those removed during the grubbing and clearing phase. Such vegetation can be made available to the local inhabitants to be used as firewood.
- g) No tree outside the footprint of the Works area must be damaged.

**PEM.5.8 Fauna**

- a) No species of animal may be poached, snared, hunted, captured or willfully damaged or destroyed.
- b) Snakes and other reptiles that may be encountered on the construction site must not be killed unless the animal endangers the life of an employee.
- c) Anthills and/or termite nests that occur must not be disturbed unless it is unavoidable for construction purposes.
- d) Disturbances to nesting sites of birds must be minimized.
- e) The Contractor must ensure that the work site is kept clean and free from rubbish, which could attract pests.

**PEM.5.9 Infrastructure**

- a) The relevant authorities must be notified of any interruptions of services, especially the District Municipality, Local Municipality, National Road Agency, Spoornet, TELKOM and ESKOM. In addition, care must be taken to avoid damaging major and minor pipelines and other services.
- b) The integrity of property fences must be maintained.
- c) No telephone lines must be dropped during the construction operations, except where prior agreement by relevant parties is obtained. All crossings must be protected, raised or relocated as necessary.
- d) All complaints and/or problems related to impacts on man-made facilities and activities must be promptly addressed by the Contractor and documented.
- e) Storage Facilities
  - Proper storage facilities should be provided for the storage of oils, grease, fuels, chemicals and

hazardous materials.

- The Contractor must ensure that accidental spillage does not pollute soil and water resources.
- Fuel stock reconciliation must be done on all underground tanks to ensure no loss of oil, which could pollute groundwater resources.
- Cement must be stored and mixed on an impermeable substratum.

f) Traffic Control

All reasonable precautions must be taken during construction to avoid severely interrupting the traffic flow on existing roads, especially during peak periods.

Before any work can start the Local Traffic Department must be consulted about measures to be taken regarding pedestrian and vehicular traffic control.

g) Access Roads

The Contractor and the affected landowner must collaborate on the planning and construction of new access routes and the repair or upgrading of existing routes.

Access to the site must be controlled such that only vehicles and persons directly associated with the work gains access to the site.

Temporary access roads must not be opened until required and must be restored to its former state as soon as the road is no longer needed.

h) Batching Plants

Concrete must be mixed only in an area demarcated for this purpose. All concrete spilled outside this area, must be promptly removed by the Contractor and taken to a permitted waste disposal site. After all concrete mixing has been completed, all waste concrete must be removed from the batching area and disposed of at an approved dumpsite. Storm water must not be allowed to flow through the batching area. Water laden with cement must be collected in a retention area for evaporation and not allowed to escape the batching area. Operators must wear suitable safety clothing.

- i) Chemical toilet facilities should be managed and serviced by a qualified company. No disposal or leakage of sewerage should occur on or near the site.

j) Blasting

Blasting must not endanger public or private property.

Noise mufflers and/or soft explosives must be used to minimize the impact on animals.

All the provisions of the Explosives Act, 26 of 1956 and the Minerals Act, 50 of 1991 must be complied with.

The Contractor must take measures to limit fly rock.

**PEM.5.10 Safety**

- a) Measures must be taken to prevent any interference that could result in flashover of power lines due to breaching of clearances or the collapse of power lines due to collisions by vehicles and equipment.
- b) Measures must be taken during thunderstorms to protect workers and equipment from lightning strikes.
- c) All tall structures must be properly earthed and protected against lightning strikes.
- d) The process of excavation and back filling must be carried out as a sequential process following one another as quickly as possible. Excavations must only remain open for a minimum period of time and during this time they must be clearly demarcated. If excavations place the public at risk these sites must

be fenced.

- e) The residents directly affected by open trenches must be notified of the dangers. This will be done during the site-specific phase.

**PEM.5.11 Waste**

**PEM 5.11.1 Solid Waste**

- (a) Littering on site and the surrounding areas is prohibited.
- (b) Clearly marked litterbins must be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- (c) All bins must be cleaned of litter regularly.
- (d) All waste removed from site must be disposed at a municipal/permitted waste disposal site.
- (e) Excess concrete, building rubble or other material must be disposed of in areas designated specifically for this purpose and not indiscriminately over the construction site.
- (f) The entire works area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.
- (g) Contaminated soil must be treated and disposed of at a permitted waste disposal site, or be removed and the area rehabilitated immediately.
- (h) Waste must be recycled wherever possible.

**PEM 5.11.2 Liquid Waste**

- (a) The Contractor must maintain mobile toilets on site.
- (b) The Contractor must provide adequate and approved facilities for the storage and recycling of used oil and contaminated hydrocarbons. Such facilities must be designed and sited with the intention of preventing pollution of the surrounding area and environment.
- (c) All vehicles must be regularly serviced in designated area within the Contractors camp such that they do not drip oil.
- (d) All chemical spills must be contained and cleaned up by the supplier or professional pollution control personnel. Run-off from wash bays must be intercepted.

**PEM 5.11.3 Hazardous Waste**

- (a) No hazardous materials must be disposed of in the field or anyplace other than a registered landfill for hazardous material. Hazardous waste must be stored in containers with tight lids that must be sealed and must be disposed at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for.
- (b) The Contractor must maintain a hazardous material register.

**PEM.5.12 Rehabilitation and Site clearance**

- (a) When all major construction activities are completed, the site must be inspected to determine site-specific rehabilitation measures. This may be considered as unplanned work e.g. soil rehabilitation due to oil spills.
- (b) All temporary buildings and foundations, equipment, lumber, refuse, surplus materials, waste, construction rubble fencing and other materials foreign to the area must be removed.
- (c) If waste products cannot be recycled they must be disposed of at a permitted landfill site.

- (d) All drainage deficiencies including abandoned pit latrines and waste pits must be corrected.
- (e) Cut and fill areas must be restored and re-shaped.
- (f) The area must be restored to its natural vegetation condition using indigenous trees, shrubs and grasses as directed by a grassland and/or rehabilitation expert.
- (g) Borrow pits must be re-shaped into even slopes and surfaces to blend with the natural terrain and topsoil must be replaced.
- (h) The grass mix, shrubs and trees used for rehabilitation must be compatible with the species identified in the site-specific investigation.
- (i) Areas compacted by vehicles during construction must be scarified to allow penetration of plant roots and the regrowth of natural vegetation.

**PEM.6 MEASUREMENTS AND PAYMENT**

No additional payment will be made to the Contractor to comply with the above actions as it will be deemed to be included in the rates tendered.

**BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY  
CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR  
MASIHLANGANE BAPHUHLISE & SIYABONGA CO-OPERATIVES IN MAKANA  
LOCAL MUNICIPALITY – SARAH BAARTMAN**

**PROJECT PARTICULAR SPECIFICATIONS**

**SCOPE OF WORK**

**1. BACKGROUND**

The Department of Rural Development and Agrarian Reform, (DRDAR, hereinafter “The Department”) Sarah Baartman District, requires a service provider for the design and installation of 3 environmentally controlled Poultry houses with capacity of 3 300 birds each for the Grahamstown Poultry project, on a “Turnkey” basis.

**2. EMPLOYERS OBJECTIVES**

It is the employer’s objective to employ a service provider to appoint a service provider for the design, supply and installation of 3 environmentally controlled Poultry houses for the Grahamstown Poultry project, on a “Turnkey” basis, in Makana LM of Sarah Baartman District. The proposed project consists of the design and construction of environmentally controlled Poultry houses. Electrical connection to existing Escom point and water connection to existing tanks. Adherence to all Health and Safety requirements.

**CONTRACT PERIOD**

The service provider must adhere to the following time frames:

- Completion of final design for submission to DRDAR for approval: 4 Weeks.
- Order and delivery of material to site: 4 Weeks.
- Installation, commissioning and testing of equipment and systems: 4 Months.

**4. PROJECT STANDARDS**

**4.1 Design Standards:**

- Design of concrete structures for retaining aqueous liquids; SANS BS 8007
- Water retaining concrete: DWS 750
- Structural use of concrete: SANS 10100
- Aggregates from natural resources: Aggregates for concrete: SANS 1083
- Aggregates from natural resources: Fine Aggregates for plaster and mortar: SANS 1090
- Mixing water for concrete: BS 1008
- Steel bars for concrete reinforcing: SANS 920
- Welded steel fabric for concrete reinforcement: SANS 1024
- Basis of structural design and actions for buildings: SANS 10160
- Design foundations for buildings: SANS 10161

**4.2 Installation:**

- Construction standards: SANS 1200
- Adherence to Occupation Health and Safety Act no. 85 of 1983 and regulations.

**4.3 Materials:**

- Where applicable materials must comply with the SANS standards.

## 5. EXTENT OF THE WORK

### 5.1 Poultry Structures:

- Walls of Extruded Polystyrene Panels with minimum 16kg/Cubic Meter Polystyrene material inner and 0.32mm Galvanized and twice painted sheeting glued to both sides.
- Roof sheets to have an IBR finish on the outer side and flat sheet on the bottom side.

### 5.2 Broiler House Climate controller:

- Specifically built climate controller preprogrammed with broiler life cycle with the following features:
  - 1) Minimum Ventilation Curve programming and control
  - 2) Temperature Curve programming and Control
  - 3) Heater control
  - 4) Ventilation Control
  - 5) Cooling Control
  - 6) Environmental monitoring Alarm Features
  - 7) Power Failure Alarm
  - 8) At least 2 Temperature probes

- Electrical Control Panel":

- 1) Electrical distribution boards and wiring to connect to environmental control computer to control all relevant equipment.
- 2) Must have built in safe guards for fault isolation
- 3) Must have manual override switches for all equipment.

- Lighting system supply 25Lux of light throughout the structure.
- Strobe Light and Siren to connect to Environmental control Computer to give visual and sounding notification of alarm conditions.
- Exhaust Fan 220v with minimum 550w motors, Large volume exhaust Fans with Self opening/closing Louvres completely mounted in Galvanized steel box of at least 900mmx900mm
- Cooling Panel - Evaporative cooling panels mounted in a Galvanized or PVC frame of at least 2mx1.8 and 100mm thick. With water recycling system to effect cooling.
- Water Recycling System for Cooling Panels - Submersible water pump with capacity of at least 220v/250watt to cycle water through evaporative cooling panel. Water to be collected back into at least a 250lt underground tank for recycling. Water supply to the Tank to be controlled by Float Valve.

### 5.3 Drinkers and Feeders:

- Sufficient for 3300 birds per house.

### 5.4 Water Tanks:

- 1 X 5 000 liters polyethylene tank per house, on a concrete slab. Equipped with an automatic booster pump and reticulation system to supply drinkers.

### 5.5 Standby Generator:

- 1 X Removable generator per house, sufficient to supply electricity for full operation of house.

## 6. SURVEY

## 7. DESIGN CRITERIA

## **8. TESTING AND COMMISSIONING**

- All pipe lines shall be tested in accordance with SANS 2001:DP2.
- The system shall be tested and commissioned in full.
- The beneficiaries shall be trained in the operation of the system.

## **9. WORKING RELATIONSHIP WITH CLIENT**

### **9.1 CLIENT-SERVICE PROVIDER RELATIONSHIP:**

The Service Provider shall ensure that work undertaken complies with the scope of work described in the bid document.

The client reserves the right to stop the work if the above is not adhered to.

DRDAR may schedule meetings with the Service Provider to review the progress of the project, obstacles, challenges and a way forward.

## SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract to the extent specified below, and shall take precedence and shall govern. **The following Special Conditions of Contract will apply.**

SECTION	SUBJECT
4. Standards	4.1 The material standards shall confirm to the Scope of Works (Project Particular Specifications)
7. Performance Security	7.1 No Performance Security is Required
9. Packing	9.2 <i>All packing material shall clearly indicate the contents of the materials inside the packing.</i>
10. Delivery of works/services	<p>10.1 <i>The Bidder will deliver the Services as requested to the Department as specified in the Scope of works (Project Particular Specifications) at the identified sites. A detail delivery note that include the full list of all the materials that are delivered shall be supplied by the service provider.</i></p> <p>10.2 <i>The Bidder will make delivery arrangements with the project leader for inspection of material to confirm compliance and verify the material and counting material.</i></p> <p>10.3 <i>The material will be sorted to the different items and stacked for easy counting.</i></p> <p>10.4 <i>The Bidder will complete the full project within the time frame stated after order received. <b>(Maximum of 6 months (180 days) allowed to complete)</b></i></p>
11. Insurance	11.1 <i>Insurance shall cover all the materials and goods for the full period until such time as that the works are completed and commissioning has been done.</i>
12. Transportation	12.1 <i>Delivery of materials to the different sites shall include full costs for the all-inclusive delivery of the materials and goods, the off-loading thereof and proper stacking for counting purposes.</i>
13. Incidental Services	13.1 <i>The Bidder is required to provide all services for the off-loading and proper packing/stacking of the materials at the sites.</i>
14. Spare parts	14.1 No spare parts are required from the supplier.
15. Warranty	<p>15.1 The warranty on all electrical equipment and pump equipment shall be for a minimum period of twelve months and shall commence from the date that the delivery note has been signed.</p> <p>15.2 The supplier shall repair or replace all goods under warranty within a period of four (4) weeks after receiving such notice from the purchaser.</p>
16. Payment	<p>16.1 Part Payment will be made available after portions of the materials delivered to site, inspected and approved by the Engineer's Representative in line with the Bill of Quantities and verified according to specifications.</p> <p>16.2 Payment will be made within a period of 30 days after the receipt of the invoice.</p>
17. Prices	17.1 Prices charged by the supplier for services performed under the contract shall not vary from the prices quoted by the supplier in his bid.
21. Delays in the Bidders performance	<p>21.1 Delivery of the services and performance of services shall be made by the Bidder in accordance with the time schedule prescribed in the Bid Rules and Special Conditions of Contract (SCC) clause 10.4 in the contract.</p> <p>21.2 If at any time during performance of the contract, the Bidder or its supplier should encounter conditions impeding timely delivery of the performance of services, the Bidder shall promptly notify the Department in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice,</p>



	<p>the Department shall evaluate the situation and may at his discretion extend the Bidder's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 Except as provided under GCC Clause 25, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p>
22. Penalties	The penalty for failing to complete the Works is <b>R5.75/R100 of contract amount per day</b> . No claim for bonus payments in respect of early completion will be entertained.
23. Termination for default.	<p>23.1 The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>(a) if the bidder/supplier fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the Department pursuant to GCC Clause 21.2;</p> <p>(b) if the bidder/supplier fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the bidder/supplier, in the judgment of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p>
25. Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Bidder/supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the bidder/supplier shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the bidder/supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
26. Termination for insolvency.	26.1 The Department may at any time terminate the contract by giving written notice to the bidder/supplier if the bidder/supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder/supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.
27. Settlement of Disputes	<p>27.1 The parties may at any time, without prejudice to any other proceedings, agree to settle any claim or any dispute amicable with the help of an impartial third party. Amicable settlement may include any settlement technique as agreed to by the parties.</p> <p>27.2 Amicable settlement shall become final and binding on the parties only to the extent that it is correctly recorded as being agreed to by the parties.</p>
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African Laws.
GENERAL ITEMS	<p>1. The bid forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in a separate questionnaire or in a separate annexure.</p> <p>2. The Preference Claim and other relevant forms, attached, shall be completed, signed and submitted with the bid. Documentary proof as substantiation of preferences claimed and to the satisfaction of the Department, should be handed in with the bid.</p>

	<p>3. Where items are specified in detail, the specifications form an integral part of the bid document and bidders shall indicate in the space provided whether the items offered are to specification or not. Failure to complete, will automatically disqualify the Bid for any further consideration.</p> <p>4. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified".</p> <p>5. In cases where the items are not to specification, the deviations from the specifications shall be indicated.</p> <p>6. The bid prices shall be given in the units shown.</p> <p>7. All prices shall be quoted in South African currency.</p> <p>8. Delivery basis:</p> <p>(a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of bidding, shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station if the goods are required elsewhere.</p> <p>(b) Notwithstanding the provisions of paragraph 8(a), bid prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivered on site as specified.</p> <p>9. No bids transmitted by telegram, telex, facsimile or similar apparatus shall be considered.</p> <p>10. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the BID.</p> <p>11. Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions of bidding. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of bidding, when called upon to do so, may invalidate the bid.</p> <p>12. The bid forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made for any item but only on a photocopy of the page in question or on other forms obtainable from the relevant Institution. Additional offers made in any other manner may be disregarded.</p> <p>13. Black ink shall be used to fill in bids. No unauthorized alteration shall be made to the document. Mistakes made by the Bidders in the completion of the pricing schedule, forms, etc. shall not be erased nor erasing fluid used. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidders. Bid may also be rejected if they show any additional items not originally included in the Bid documents, conditional or incomplete offers, irregularities of any kind in either the Bid form or the priced schedule, or if the rates and amounts quoted in the schedule are obviously unbalanced and the Bidders, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven days of having received notification to that effect.</p> <p>14. The Bidder shall satisfy himself that the documents received are correct, complete and sufficient to be the basis of a <i>bona fide</i> Bid. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Should a Bidder not accept that the documents issued can</p>
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	<p>form the basis of a <i>bona fide</i> Bid the SCM Unit shall be requested to correct the discrepancy, ambiguity, missing or illegible information prior to the submission of Bid. The submission of a <i>bona fide</i> Bid shall absolve the Employer from any liability whatsoever for any error in a Bid due to the foregoing.</p> <p>15. The relevant consultant/contractor agrees that should any dispute arise from the contract, the matter shall be submitted to the relevant Bid Adjudication Committee for a ruling and such ruling shall be final.</p> <p>16. In the event that the bidder is not the actual manufacturer and will be sourcing the product(s) from another company, an unconditional letter (or certificate: confirmation of supply arrangements between the bidder and his/her supplier) from the company(ies)/supplier(s) confirming supply arrangement(s) in this regard, has to accompany the bid at the closing date and time of bid. The said company/supplier must confirm that it has familiarized itself with the item description, specifications and bid conditions and if the bid consist of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued. It must be indicated in the above-mentioned letter that all financial arrangements with regard to payment between the prospective bidder and manufacturer/company/supplier issuing such a letter has been finalized and terms and conditions mutually agreed upon. Non-compliance with the above-mentioned special conditions would automatically invalidate the bid for such products offered.</p> <p>17. The Bid must be signed by one duly authorized to do so. In the case of a Bid being submitted on behalf of a Company, Close Corporation, Partnership or Joint Venture, such Bid shall be accompanied by a certified copy of a resolution of the Board of Directors of such Company, Close Corporation or other suitable authority in the case of a Partnership or Joint Venture, in terms of which the nominee is authorised to sign on behalf of the business entity.</p> <p>The joint venture documentation is also to clearly state that all its parties will remain severally and jointly bound for the duration of the defects liability period, as well as setting out how matters will be dealt with that may arise as latent defects once the joint venture has dissolved.</p> <p>If due to any unforeseen reasons the joint venture dissolves during the defects liability period, the agreement must clearly state how the liability will be dealt with in terms of honoring all the responsibilities it may still have with regards to the due performance of all contractual issues that could arise.</p> <p>18. These conditions form part of the bid/ price quotation and failure to comply therewith may invalidate a bid/ price quotation.</p>
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# PART C4 – SITE INFORMATION

## EASTERN CAPE PROVINCIAL GOVERNMENT

### DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

#### BID FOR THE DESIGN AND CONSTRUCTION OF 3 ENVIRONMENTALLY CONTROLLED POULTRY STRUCTURES ON A TURNKEY BASIS, FOR MASIHLANGANE BAPHUHLISE & SIYABONGA CO-OPERATIVES IN MAKANA LOCAL MUNICIPALITY – SARAH BAARTMAN

#### C4 Site Information

ITEM	DESCRIPTION
Location	GRAHAMSTOWN POULTRY DEVELOPMENT, MAKANA LOCAL MUNICIPALITY, GRAHAMSTOWN
GPS co ordinates	33° 16' 18" S 26° 31' 54" E
Closest town	Grahamstown
General geography	Flat
Road conditions	Tarred roads
Site extent	2 Ha
Site clearance required	Minimum
Site soil properties	Sandy/clay soil with rock and stone
Site vegetation	Shrubs and grass
Site fenced	To be determined by Contractor
Site access	Farmers, Officials
Services available	None
Accommodation	Provide own
Labour	Negotiate local labour with the community
Storage of materials	Provide own
Security	Provide own
Construction difficulty	Medium difficulty
Plant required	TLB for excavations, Water tanks, Jack hammers, Compact rollers, whacker, concrete mixer, generator with welder, concrete vibrator.
Equipment / tools required for	Environmentally Controlled Poultry structures
Transport required	For all materials For all plant, equipment and tools For contractor's personnel
Testing of works	Concrete test cubes for testing of concrete strength; Laboratory testing of compacted areas Engineer to oversee testing of the completed Works
Commissioning of works	Contractor to commission and test.

# EASTERN CAPE PROVINCIAL GOVERNMENT

## DRAWINGS

### SCHEDULE OF CONTRACT DRAWINGS

The following form part of this contract:

<b>DRAWING NO.:</b>	<b>DESCRIPTION:</b>
1	Drawing 1 of 1 – SITE PLAN