



# rural development & agrarian reform

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

## BID FOR REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMATHOLE DISTRICT

**LOCATION: "MPAHLENI (MDENI), DYAM-DYAM  
(MAGONTSI), MISSION (MZANTSI), MGAGASI, AND TUTURA  
(MLANGENI) COMMUNAL LANDS"**

### SCMU8-20/21-0120

<p><b>Deputy Director: Supply Chain Management</b> <b>DEPARTMENT OF RURAL DEVELOPMENT &amp; AGRARIAN REFORM</b> Amathole District Private Bag X 9032 East London</p> <p>Contact: Name: Mrs. D McGregor Telephone: 043 706 8749 / 082 716 4374</p>	<p><b>Directorate: Engineering Services</b> <b>Chief Engineer</b> <b>DEPARTMENT OF RURAL DEVELOPMENT &amp; AGRARIAN REFORM</b> Amathole District Private Bag X 9032 East London</p> <p>Contact: Name: MH Ngadlela Telephone: 043 706 8777 / 082 821 4104</p>
<p><b>Tenderer</b> ..... .....</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: 7 September 2020 at 11:00</b></p>	
<p><b>Total of the prices inclusive of applicable taxes: R</b> .....</p>	

# The Tender

**EASTERN CAPE PROVINCIAL GOVERNMENT  
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM  
REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE  
AMATHOLE DISTRICT**

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# **PART T1: TENDERING PROCEDURES**

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

**REHABILITATION OF EARTH DAMS IN MQUMA LM OF THE AMATHOLE  
DISTRICT**

**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 the REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMATHOLE DISTRICT at the following locations: "MPAHLENI (MDENI), DYAM-DYAM (MAGONTSI), MISSION (MZANTSI), MGAGASI, AND TUTURA (MLANGENI) COMMUNAL LANDS"</p> <p>The construction works shall include the following:</p> <ul style="list-style-type: none"> <li>• De-silting and upgrading of small stock water dams</li> </ul> <p>Time of completion for this <b>contract is 4 Months</b></p>
2.	<p>All tenderers must submit proof of valid registration with the CIDB in a <b>CE</b> class of construction works: It is estimated that tenderers must have a cidb designation of level <b>3</b> or higher. 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 on the Department's website <a href="http://www.drddar.gov.za">www.drddar.gov.za</a></p>
4.	<p>No site inspection or clarification meeting will be held. It is the responsibility of Prospective tenderers to familiarize themselves with the conditions of the roads and site as coordinates have been provided. Prospective tenderers are welcome to contact the technician responsible for the project on any information required. The technician's details are indicated at point 23 below.</p>
5.	<p>The completed tender document and any supporting documentation shall be placed in a single sealed envelope clearly marked "<b>CONTRACT NO: SCMU8-20/21-0075/ REHABILITATION OF EARTH DAMS IN MQUMA LM OF THE AMATHOLE DISTRICT</b>" and deposited in the tender box at: <b>THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM 3-36 Phillip Frame Road Waverly Park Office, 2<sup>nd</sup> Floor SARS Building EAST LONDON</b> not later than <b>11:00 on 7 September 2020</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>Due to COVID 19 Restrictions, Tenders will not be opened in public immediately after closing time. All bidders will be informed via e-mail of the name of the tenderer and the financial offer</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>
9.	<p>In terms of Preferential Procurement Regulation of 2017 the 80/20 preference point system is applicable.</p>

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11	<p><b>EVALUATION CRITERIA FOR LOCAL ECONOMIC DEVELOPMENT</b>  <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> <table border="1" data-bbox="319 383 1495 1184"> <thead> <tr> <th data-bbox="319 383 1326 421">EVALUATION CRITERIA</th> <th data-bbox="1326 383 1495 421">WEIGHTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="319 421 1326 712"> <p><b>Project related experience</b></p> <p>List of earth dam construction / Rehabilitation projects successfully undertaken by the bidder in the past 3 years with proof (practical completion certificates) 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 three (3)</p> </td> <td data-bbox="1326 421 1495 712">30 points</td> </tr> <tr> <td data-bbox="319 712 1326 965"> <p><b>Locality of the Contractor</b></p> <p>As per address in CSD report further supported by rates account within the area or letter from Councilor. <b>Failure to submit proof will result in Nil points.</b></p> <p>District Municipality = 40 points Province = 20 points</p> </td> <td data-bbox="1326 712 1495 965">40 points</td> </tr> <tr> <td data-bbox="319 965 1326 1184"> <p><b>Financial Capacity</b></p> <p>Proof of projects completed amounting to or above this tender amount in the past 3 years. <b>Failure to submit proof will result in Nil points.</b></p> <p>10 points per project within the tendered amount up to a maximum of three (3).</p> </td> <td data-bbox="1326 965 1495 1184">30 points</td> </tr> </tbody> </table>	EVALUATION CRITERIA	WEIGHTS	<p><b>Project related experience</b></p> <p>List of earth dam construction / Rehabilitation projects successfully undertaken by the bidder in the past 3 years with proof (practical completion certificates) 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 three (3)</p>	30 points	<p><b>Locality of the Contractor</b></p> <p>As per address in CSD report further supported by rates account within the area or letter from Councilor. <b>Failure to submit proof will result in Nil points.</b></p> <p>District Municipality = 40 points Province = 20 points</p>	40 points	<p><b>Financial Capacity</b></p> <p>Proof of projects completed amounting to or above this tender amount in the past 3 years. <b>Failure to submit proof will result in Nil points.</b></p> <p>10 points per project within the tendered amount up to a maximum of three (3).</p>	30 points																						
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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" data-bbox="331 1525 1495 1939"> <thead> <tr> <th data-bbox="331 1525 727 1585">B-BBEE Status Level of Contributor</th> <th data-bbox="727 1525 1129 1585">Number of points (90/10 system)</th> <th data-bbox="1129 1525 1495 1585">Number of points (80/20 system)</th> </tr> </thead> <tbody> <tr><td data-bbox="331 1585 727 1624">1</td><td data-bbox="727 1585 1129 1624">10</td><td data-bbox="1129 1585 1495 1624">20</td></tr> <tr><td data-bbox="331 1624 727 1662">2</td><td data-bbox="727 1624 1129 1662">9</td><td data-bbox="1129 1624 1495 1662">18</td></tr> <tr><td data-bbox="331 1662 727 1700">3</td><td data-bbox="727 1662 1129 1700">6</td><td data-bbox="1129 1662 1495 1700">14</td></tr> <tr><td data-bbox="331 1700 727 1738">4</td><td data-bbox="727 1700 1129 1738">5</td><td data-bbox="1129 1700 1495 1738">12</td></tr> <tr><td data-bbox="331 1738 727 1776">5</td><td data-bbox="727 1738 1129 1776">4</td><td data-bbox="1129 1738 1495 1776">8</td></tr> <tr><td data-bbox="331 1776 727 1814">6</td><td data-bbox="727 1776 1129 1814">3</td><td data-bbox="1129 1776 1495 1814">6</td></tr> <tr><td data-bbox="331 1814 727 1852">7</td><td data-bbox="727 1814 1129 1852">2</td><td data-bbox="1129 1814 1495 1852">4</td></tr> <tr><td data-bbox="331 1852 727 1890">8</td><td data-bbox="727 1852 1129 1890">1</td><td data-bbox="1129 1852 1495 1890">2</td></tr> <tr><td data-bbox="331 1890 727 1939">Non-compliant contributor</td><td data-bbox="727 1890 1129 1939">0</td><td data-bbox="1129 1890 1495 1939">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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6	3	6																													
7	2	4																													
8	1	2																													
Non-compliant contributor	0	0																													

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>Tax compliance status and company directors of bidders will be verified on <u>CSD</u> for all price quotations and bids. <u>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 General Conditions of Contract (GCC 2015) and, if applicable, any other Special Conditions Of Contract (SCC).
20.	<p>Bidders must submit in terms of point 21 above, the following with the bid submission:</p> <ul style="list-style-type: none"> <li>i) CIDB certificate of the subcontractor(s).</li> <li>ii) Proof of the CSD registration of the subcontractor(s).</li> <li>iii) BBBEE certificate/affidavit of the subcontractor(s).</li> <li>iv) Provide details of which items in the bill of quantities will be part of the subcontracting agreement.</li> </ul>
21.	<b>NB: Bidders should note that this forms part of a batch of tenders included into the DRDAR infrastructure program within Chris Hani Region in the Eastern Cape; the employer WILL NOT award more than TWO projects to be executed simultaneously per tendering entity.</b>
22.	<p>Administrative enquiries should be directed to:</p> <p>Mrs. D. Mcgregor Tel: 082 716 4374 Email: <a href="mailto:Debra.Mcgregor@drdar.gov.za">Debra.Mcgregor@drdar.gov.za</a></p>
23.	<p>Technical enquiries should be directed to :</p> <p>Ms. N Fana Tel: 0728199363 Email: <a href="mailto:Nondwe.Fana@gmail.com">Nondwe.Fana@gmail.com</a></p>

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





**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM</b>					
BID NUMBER:	<b>SCMU8-20/21-0120</b>	CLOSING DATE:	<b>7 Sept 2020</b>	CLOSING TIME:	<b>11:00</b>
DESCRIPTION	<b>REHABILITATION OF EARTH DAMS IN MQUMA LM OF THE AMATHOLE DISTRICT</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 2<sup>ND</sup> FLOOR SARS BUILDING, EAST LONDON)</b>					
<b>DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM</b>					
<b>3-36 PHILLIP FRAME ROAD</b>					
<b>WAVERLY PARK OFFICE, 2<sup>ND</sup> FLOOR SARS BUILDING</b>					
<b>EAST LONDON</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mrs. D. McGregor		CONTACT PERSON	MH Ngadlela	
TELEPHONE NUMBER	043 706 8749 / 082 716 4374		TELEPHONE NUMBER	043 706 8777 / 082 821 4104	
FACSIMILE NUMBER	043 742 1312		FACSIMILE NUMBER	043 742 1312	
E-MAIL ADDRESS	Debra.Mcgregor@drdar.gov.za		E-MAIL ADDRESS	Mteteleli.Ngadlela@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 CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. 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. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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**

## **REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMATHOLE DISTRICT**

### **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:**

<b>Clause number</b>	<b>Tender Data</b>
F.1.1	The employer is the Department of Rural Development and Agrarian Reform, Eastern Cape Provincial Government.
F.1.2	The tender documents issued by the employer comprise: <ul style="list-style-type: none"><li>T1.1 Tender notice and invitation to tender</li><li>T1.2 Tender data</li><li>T2.1 List of returnable documents</li></ul> <p><b>Part 1: Agreements and contract data</b></p> <ul style="list-style-type: none"><li>C1.1 Form of offer and acceptance</li><li>C1.2 Contract data</li><li>C1.3 Form of Guarantee</li><li>C1.4 Adjudicator's Contract</li></ul> <p><b>Part 2: Pricing data</b></p> <ul style="list-style-type: none"><li>C2.1 Pricing instructions</li><li>C2.2 Activity schedules / Bills of Quantities</li></ul> <p><b>Part 3: Scope of work</b></p> <ul style="list-style-type: none"><li>C3.1 Scope of work</li><li>C3.2 Specifications</li></ul> <p><b>Part 4: Site information</b></p> <ul style="list-style-type: none"><li>C4.1 Site information</li><li>C4.2 Drawings</li></ul>

Additional documents of which the Contractor are to obtain their own copies are:

**“General Conditions of Contract for Construction Works – 3<sup>rd</sup> Edition 2015”.**

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.

**“South African National Standards”.**

These documents are obtainable separately, and tenderers shall obtain their own copies of the applicable sections.

**“The Occupational Health and Safety Act No 85 of 1993 and Amendment Act No 181 of 1993, and the Construction Regulations 2014”.**

This document is obtainable separately, and tenderers shall obtain their own copies.

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.

**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,**

**SANS 1921:2004 Construction and Management**

Part 1: General Engineering and Construction Works;

Part 6: HIV/AIDS Awareness.

**SANS 10396:2003 Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures**

**SANS 1914:2003 Targeted Construction Procurement, Parts 1 to 6, dealing with Participation of Targeted Enterprises, Joint Ventures, Targeted Labour etc.**

**The Department of Rural Development and Agrarian Reform Procurement Policy.**

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.

Clause	Data
C.1.4	The employer's agent is: MH Ngadlela 043 706 8777 / 082 821 4104 Mteteleli.Ngadlela@drdar.gov.za
C.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations for a <b>3 CE</b> class of construction work, are eligible to have their tenders evaluated. Bidders exceeding the threshold of CIDB grade <b>3</b> in combination with any other contract awarded to the contractor which will be executed simultaneously could be regarded as non-responsive.  Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the <b>3 CE</b> class of construction work; and 3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>3 CE</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
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 compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.  Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
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	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:  Location of tender box: THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM, 3-36 PHILLIP FRAME ROAD, WAVERLY PARK OFFICE, 2 <sup>ND</sup> FLOOR SARS BUILDING, EAST LONDON Physical address: DRDAR, 3-36 PHILLIP FRAME ROAD, WAVERLY PARK OFFICE, 2 <sup>ND</sup> FLOOR SARS BUILDING, EAST LONDON, identification details: Reference number, title of tender and the closing date and time of the tender.  Postal address: Department of Rural Development and Agrarian Reform, Supply Chain Management Directorate, Private Bag X 9032, East London, 5200.
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.	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.  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.
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 Certificate of Contractor Registration issued by the Construction Industry Development Board and where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.</li> <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	<p>Tenders will be opened immediately after the closing time for tenders at DRDAR, WAVERLY PARK OFFICE, 2<sup>nd</sup> FLOOR SARS BUILDING, <b>EAST LONDON</b></p>									
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 for Local Economic Development will be considered further.</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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	<p><b>1. <u>PHASE ONE: PRE-QUALIFICATION</u></b></p> <p>1. 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>2. <u>PHASE TWO: FUNCTIONALITY</u></b></p> <p>In the case of a functionality:</p> <p>1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.</p> <p><b>3. <u>PHASE THREE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</u></b></p> <p><b>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:</b></p> <ol style="list-style-type: none"> <li>1. Bid Document (This Document must be submitted in its original format)</li> <li>2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.</li> <li>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).</li> </ol>									

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

Criteria	Points
<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 R50 million:**

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

The financial offer will be scored using the following formula:

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

The value of value of  $W_1$  is:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 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 needs 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 tenders or participate in the contract;
- i) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.
- j) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- k) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.
- 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.
- 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. <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.
- 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.
- o) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.
- p) 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.
- 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.
- r) **NOTE:** The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value

	<p>or figure, the bidder will be regarded as having made no offer.</p> <p>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.</p>
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 BBBEE 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 BBBEE 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.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
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**

**REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMATHOLE DISTRICT**

**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 Plant and Equipment
- 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 Contractor Registration issued by the Construction Industry Development Board.
- 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.
- Tenderer's financial standing.
- Surety and Bank details.
- 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.			
<b>Section 1: Name of enterprise:</b>			
<b>Section 2: VAT registration number, if any:</b>			
<b>Section 3: cidb registration number, if any:</b>			
<b>Section 4: CSD number:</b>			
<b>Section 5: Particulars of sole proprietors and partners in partnerships:</b>			
<b>Name*</b>	<b>Identity number*</b>	<b>Personal income tax number*</b>	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
<b>Section 6: Particulars of companies and close corporations</b>			
Company registration number:			
Close corporation number:			
Tax reference number:			
<b>Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</b>			
<b>Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</b>			
<b>Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</b>			
<b>Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</b>			
The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:			
<ul style="list-style-type: none"> <li>i) Authorize the employer to verify the tenderers tax clearance status from the South African Revenue Service that it is in order;</li> <li>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;</li> <li>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;</li> <li>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</li> <li>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.</li> </ul>			
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 F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

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

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

Tenderer \_\_\_\_\_

## 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.

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

	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 Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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 five (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].***



## **Contractors Certificate of registration with CIDB**

***[The tenderer shall submit the Contractor's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the tenderer is not registered with the CIDB 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.



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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop)	
Nature of Business:	
Definition of “Black People”	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 –  (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

3. I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between 10 million (ten Million Rands) and less than R50,000,000.00 (fifty Million Rands).
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

- 5.6.3 A QSE that is at least 51% Black Owned or 100% Black Owned that does not comply with paragraph 3.6.2.3 above, will be discounted by one level from that level awarded in paragraphs 5.3.1 and 5.3.2 respectively.
  - 5.3.4 Despite paragraphs 5.2, 5.3.1 and 5.3.2, an at least 51% Black Owned QSE's B-BBEE Status Level and corresponding B-BBEE Recognition Level will be enhanced by one level if it achieves full points (excluding the bonus points) for the Skills Development element of the QSE Scorecard (paragraphs 1.1, 1.2 and 1.3 of Statement CSC603) or the Preferential Procurement and Supplier Development element of the QSE Scorecard (paragraphs 1.1, 1.2, 1.3 and 2.1 of CSC604).
  - 5.3.5 For the avoidance of doubt, a Measured Entity that is measured in terms of the full QSE scorecard is not eligible for enhancement in terms of paragraph 5.3.4 above.
  - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017. Details are available on: [www.thedti.gov.za/economic\\_empowerment/bee\\_sector\\_charters.jsp](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
  - An electronic copy can also be requested through DRDAR offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
  5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

Date \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp



## 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 <input type="checkbox"/>	No <input type="checkbox"/>
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)*

# Curriculum Vitae of Key Personnel

<b>DIRECTOR</b>	
<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional Registration Number:</b>	
<b>Name of Employer (firm):</b>	
<b>Current position:</b>	<b>Years with firm:</b>
<b><u>Employment Record:</u></b>	
<b><u>Experience Record Pertinent to Required service:</u></b>	

**Certification:**  
 I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes my qualifications, my experience and me.

**DATE** . ..... **SIGNATURE OF DIRECTOR** .....

**DATE** . ..... **SIGNATURE OF TENDERER** .....  
*(of person authorised to sign on behalf of the Tenderer)*

<b>CONTRACTS MANAGER</b>	
<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional Registration Number:</b>	
<b>Name of Employer (firm):</b>	
<b>Current position:</b>	<b>Years with firm:</b>
<b><u>Employment Record:</u></b>	
<b><u>Experience Record Pertinent to Required service:</u></b>	

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes my qualifications, my experience and me.

DATE .. ..... SIGNATURE OF CONTRACTS MANAGER .....

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

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

<b>SITE AGENT</b>	
<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional Registration Number:</b>	
<b>Name of Employer (firm):</b>	
<b>Current position:</b>	<b>Years with firm:</b>
<b><u>Employment Record:</u></b>	
<b><u>Experience Record Pertinent to Required service:</u></b>	

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes my qualifications, my experience and me.

**DATE:** ..... **SIGNATURE OF SITE AGENT:** .....

**DATE:** ..... **SIGNATURE OF TENDERER:** .....  
(of person authorised to sign on behalf of the Tenderer)

## Preliminary Construction Program

The tenderer shall submit a preliminary program reflecting the proposed sequence and duration of the various activities comprising the work for this Contract to include the projected cash flow for each activity. The program shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his tender.

[Note: The program must be based on the completion time as specified in the Contract Data.]

Schedule	Abbreviated description	Days per action	Cumulative project construction days
1	Site Establishment		
2	Excavate excess silt		
3	Upgrading dam wall		
4	Compacting dam wall		
5	Construct spillway and wing wall		
6	De-establishment		

PROPOSED CONSTRUCTION PERIOD \_\_\_\_\_ WEEKS

DATE . ..... SIGNATURE OF TENDERER .....  
*(of person authorised to sign on behalf of the Tenderer)*



**BASELINE RISK ASSESSMENT**

<b>PROJECT TITLE</b>	<b>REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMTHOLE DISTRICT</b>
<b>SCMU NUMBER</b>	<b>SCMU8-20/21-0120</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>	Low	High	N.A	High	<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>
Excave silt out of the dam	Low	Low	N.A.	Low	Control water flowing to the dam
Upgrade dam wall	Low	Low	N.A.	Low	Build during dry season
Compact dam wall	Low	Low	N.A.	Low	Build according to specifications
Construct spillway and wing wall	Low	Low	N.A.	Low	Wide enough as per specification
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).**

**Date**

**Signed**

-----

-----

**Name**

**Position**

**Enterprise  
name**

-----

-----



# 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 Materials 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 OHS 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>REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMATHOLE DISTRICT</b>
<b>Project Number:</b>	<b>SCMU8-20/21-0120</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:

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D. My contact details are:

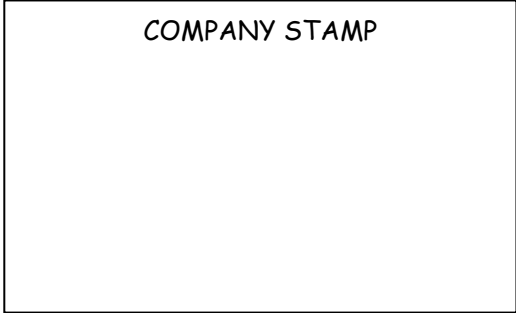
Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_

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>REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMATHOLE DISTRICT</b>
<b>Project Number:</b>	<b>SCMU8-20/21-0120</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:

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D. My contact details are:

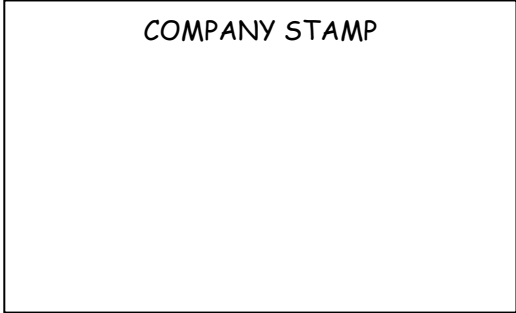
Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_

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>REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMATHOLE DISTRICT</b>
<b>Project Number:</b>	<b>SCMU8-20/21-0120</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:

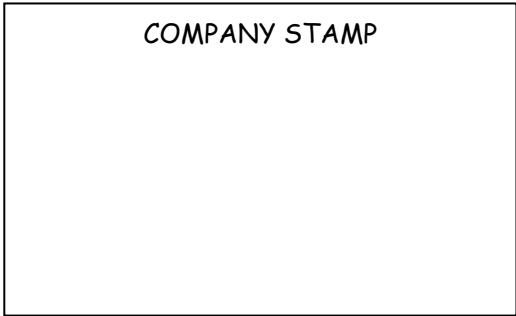
Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_

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**

**REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMATHOLE DISTRICT  
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: SCMU8-20/21-0120: REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMATHOLE DISTRICT

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.

# **C 1.2**

## **Contract Data**

# EASTERN CAPE PROVINCIAL GOVERNMENT

## DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

### REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMATHOLE DISTRICT C1.2 Contract Data

*The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947).*

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

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

#### Contract Specific Data

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

Clause	Data
1.1.1.13	The Defects Liability Period is <b>3 Months</b> .
1.1.1.14	The time for achieving Practical Completion is <b>4 Months</b> , inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).
1.1.1.15	The name of the Employer is DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM
1.1.1.16	The name of the Employer's Agent is Mr. MH Ngadlela (Acting Chief Engineer – DRDAR)
1.1.1.17	THE NAME OF THE Employer's Agent Representative is Ms. N. Fana (Engineering Technician – DRDAR)
1.1.1.27	The Pricing Strategy is Re-measurement Contract
1.1.1.35	<b>"Drawings"</b> means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.
1.1.1.36	<b>Letter of Notification</b> " means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.
1.2.1	<b>DELIVERY OF NOTICES</b> The following three additional sub-clauses, covering alternative methods of communication, apply:-
1.2.1.3	Sent by facsimile or any like communication irrespective of it being during office hours or otherwise. Fax: 043 742 1312
1.2.1.4	Posted to the addressee for certified delivery by the postal Authorities The Chief Engineer Amathole District Private Bag X 9032 EAST LONDON 5200
1.2.1.5	Delivered by a courier service and signed for by the addressee

1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <p>The Chief Engineer DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM Amathole District 3-36 Phillip Frame Road Waverly Park Office, 2<sup>nd</sup> Floor SARS Building EAST LONDON</p>
2.1.4	<p>The following additional clause applies:-</p> <p>"Without limiting the generality of the afore going, the Schedule of Rates and Prices shall include :</p> <p>(a) The provision and use of all labour, plant, tools instruments, templates, materials, transport and all other appliances that may be required for satisfactorily protecting and efficiently carrying out the works without interruption or delay.</p> <p>(b) The provision and housing of adequate staff and labour force and the provision of false work of every kind and description necessary for the due and proper performance of the Contract.</p> <p>(c) The execution of the Works in orderly and progressive manner until it has been completed. Time being of the essence of the Contract the progressive development of the Works shall be arranged so that the time from the start to the finish of the construction of the said Works shall not exceed the time laid down in the Tender.</p> <p>(d) The inclusion in the tendered rates for all and any of the general liabilities such as Establishment Charges, legal contingencies, regulations, risks or damage, Royalties and all other overhead charges.</p> <p>The submission of a tender shall be considered prima facie evidence that the Contractor has complied with the requirements of this clause and has satisfied him/her self as to all circumstances and local conditions which may influence or affect his Tender."</p>
2.4.1	<p>The following additional clause applies:-</p> <p>In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of precedence shall be as follows:</p> <ol style="list-style-type: none"> <li>1. Project Particular Specifications</li> <li>2. Special Conditions of Contract</li> <li>3. General Conditions of Contract</li> <li>4. Conditions of Tender</li> <li>5. Generic Specifications</li> <li>6. Contract Drawings</li> <li>7. Bill of Quantities</li> </ol>
2.5.1	<p>The following additional clause applies:-</p> <p>The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions:</p> <ul style="list-style-type: none"> <li>- an original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Engineer.</li> <li>- the contractor cedes, transfers and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice.</li> <li>- the cession shall become effective as soon as payment is made by the Employer or on behalf of the Employer</li> <li>- the Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractors possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods and goods certified for payment and the insurance policy ceded in full to the Employer.</li> </ul>
3.2.3	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <p>Clause 3.3.1      Nomination of Employer's Agent Representative  Clause 3.3.4      Employer's Agent authority to delegate  Clause 5.8.1      Non-working times  Clause 5.11.2     Suspension of the Works  Clause 5.12.4     Acceleration instead of extension of time</p>

3.3.7	<p>The following additional clause applies:-</p> <p>The onus rests with the Contractor to raise any item about which the Contractor may be uncertain, with the Engineer's Representative. Any advice given to the Contractor by the Engineer's Representative in response to matters so raised shall not be construed as instructions and shall be held to have been given without prejudice.</p>
3.2.8	<p>The following additional clause applies:-</p> <p>The Employer or the Employer's Agent under delegated authority, reserves the right to obtain the services of consultants on any matter pertaining to this contract; the employment of such consultants forms no part of this contract; a consultant's advice and/or documentation is to be followed only if the Employer's Agent or the Employer's Agent Representative so instructs.</p>
4.1	<p>All references to "design" are deemed to be deleted and the Contractor shall bear no liability in respect of the Projects design, other than the temporary works and items clearly indicated to design on drawings.</p>
4.3.3	<p>The following additional clause applies:-</p> <p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated there under.</p> <p>An agreement is included in the Contract Document (at the end of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>
5.3.1	<p>The documentation required before commencement with the Works execution are:</p> <ol style="list-style-type: none"> <li>1 Health and Safety Plan (Refer to Clause 4.3)</li> <li>2 Risk Mitigation Plan for Construction; COVID 19</li> <li>3 Initial programme (Refer to Clause 5.6)</li> <li>4 Security (Refer to Clause 6.2)</li> <li>5 Insurance (Refer to Clause 8.6)</li> <li>6 Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)</li> </ol>
5.3.2	<p>The time to submit the documentation required before commencement with the Works execution is 14 days</p>
5.3.3	<p>The Contractor shall commence with execution of the Works within 7 days after receiving a instruction to commence with the Works.</p>
5.4.1	<p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.</p>
5.5.1	<p>The Works shall be completed (Practical Completion) within <b>4 Months</b></p>
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>(1) All gazetted public holidays falling outside the year end break.</li> <li>(2) The year end break commencing on 15 December and ending on 9 January</li> </ol>
5.8.3	<p>The following additional clause shall apply:</p> <p>Should the Employer's Agent permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer's Agent Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employer's Agent has ordered such work, the salary of the representative will be to the account of the Employer.</p> <p>A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out in 5.8.1"</p>

5.12.2.2	<p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature.</p> <p>However, in the event that delays to critical activities exceed 2 consecutive working days for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.</p> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously by the Contractor as each day or half-day delay is experienced.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained.</p>
5.13.1	The penalty for failing to complete the Works is <b>8.5c/R100 of contract amount per day</b> . No claim for bonus payments in respect of early completion will be entertained.
5.14.1	Practical Completion: In terms of this contract, practical completion will be reached, once all the works have been completed in full, according to the bill of quantities and project specifications, and dually been approved by the Employers agent representative.
5.16.3	The latent defect period is <b>5 Years</b> .
6.2.1	The security to be provided by the Contractor shall be <b>10 % performance guarantee, or 5% Retention and 5% performance guarantee, or 10% Retention</b> . The performance guarantee shall contain the wording of the document included in C1.3.
6.6.1	The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.
6.7.6	<p>The following additional clause shall apply:</p> <p>The Works are measured in accordance with the current SANS 1200 and the standard system of measurement of Civil Engineering quantities for South Africa, published by the South African Institution of Civil Engineers. No claims arising from the method of measurement will be entertained.</p>
6.8.1	Should the rated tendered be unrealistically high or low, the Employer's Agent may instruct the contractor to balance the rates while the contract sum will stay firm, before commencement of construction. The revised balanced rates will be final and binding. And the value of the payment certificates is to be calculated in accordance with the revised rates and/or prices of the tender throughout the period of the Contract.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80%</b> .
6.10.3	The percentage retention on amounts due to the contractor is 10% and the limit on retention is 5% of the Contract Price if guarantees of an insurance company or bank that are provided are equal to or greater than 10% of the contract price.
6.10.4	<p>Add the following to clause:</p> <p>Notwithstanding the above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.</p>
8.5.2	<p>The following additional clause shall apply:</p> <p>If the Contractor receives any claim in respect of any loss or injury or damage to any person or property, then the Contractor shall immediately report the same to the Employer's Agent and, if at the end of ninety days from the date of receipt of such claim the Contractor cannot satisfy the Employer's Agent that the claim has been settled or that valid reasons for the non-settlement of the claim exist, then the Employer may, without limiting the obligations and responsibilities of the Contractor, negotiate a settlement and deduct all sums due in respect of such claim from payments due to the Contractor.</p>
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is <b>Nil</b>
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <b>R 80 000.00</b>
8.6.1.3	The limit of indemnity for liability insurance is R 2 000 000.00 per claim for projects under R 5 000 000.00 and R 5 000 000.00 for projects over R 5 000 000.00

9.2.1.3.8	Add the following to clause:  The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
9.2.1.3.8	Add the following to clause:  An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10.4.1	The parties may at any time agree to settle disputes with the help of an impartial third party
10.5.3	The number of Adjudication Board Members to be appointed is THREE.
<b>2. CLAUSES APPLICABLE TO EPWP CONTRACTS</b>	
4.1	Variations to the Conditions of Contract are: <i>Add the following at the end of sub clause 4.1.2:</i>
4.1.3	The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge
4.1.4	The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act: (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1) (a) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
6.7.6	<i>Add new subclause 6.7.6:</i>  <b>"Payment for the labour-intensive component of the works</b>  Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations in contract.
<b>3. ADDITIONAL CONDITIONS OF CONTRACT:</b>	
<b>Clause</b>	
	Add new sub clause 4.13:



4.13	<p><b>Applicable labour laws</b></p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.13 (cont.)	<p><b>1 Introduction</b></p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p>
4.13 (cont.)	<p>1.2 In this document –</p> <ul style="list-style-type: none"> <li>(a) “department” means any department of the State, implementing agent or contractor;</li> <li>(b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;</li> <li>(c) “worker” means any person working in an elementary occupation on a SPWP;</li> <li>(d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;</li> <li>(e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;</li> <li>(f) “task” means a fixed quantity of work;</li> <li>(g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;</li> <li>(h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;</li> <li>(i) “time-rated worker” means a worker paid on the basis of the length of time worked.</li> </ul> <p><b>2 Terms of work</b></p> <p>2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p> <p><b>3 Normal hours of work</b></p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <ul style="list-style-type: none"> <li>(a) more than forty hours in any week;</li> <li>(b) on more than five days in any week; and</li> <li>(c) for more than eight hours on any day.</li> </ul> <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p> <p><b>4 Meal breaks</b></p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p> <p>4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p>
4.13 (cont.)	<p><b>5 Special conditions for security guards</b></p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p> <p><b>6 Daily rest period</b></p> <p>Every worker is entitled to a daily rest period of at least eight consecutive hours.</p> <p>The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.</p>

4.13 (cont)	<p><b>7 Weekly rest period</b></p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).</p> <p><b>8 Work on Sundays and public holidays</b></p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> <li>(a) the worker’s daily task rate, if the worker works for less than four hours;</li> <li>(b) double the worker’s daily task rate, if the worker works for more than four hours.</li> </ul> <p>8.4 A time-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> <li>(a) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;</li> <li>(b) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.</li> </ul> <p><b>9 Sick leave</b></p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.</p> <p>9.3 A worker may accumulate a maximum of twelve days sick leave in a year.</p> <p>9.4 Accumulated sick leave may not be transferred from one contract to another contract.</p> <p>9.5 An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.</p> <p>9.6 An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.</p> <p>9.7 An employer must pay a worker sick pay on the worker’s usual pay day.</p> <p>9.8 Before paying sick pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –</p> <ul style="list-style-type: none"> <li>(a) absent from work for more than two consecutive days; or</li> <li>(b) absent from work on more than two occasions in any eight-week period.</li> </ul> <p>9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</p> <p>9.10 A worker is not entitled to paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p>
4.13 (cont)	<p><b>10 Maternity leave</b></p> <p>10.1 A worker may take up to four consecutive months unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p> <p>10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.</p> <p>10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.</p> <p>10.5 A worker may begin maternity leave –</p> <ul style="list-style-type: none"> <li>(a) four weeks before the expected date of birth; or</li> <li>(b) on an earlier date – <ul style="list-style-type: none"> <li>(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or</li> <li>(ii) if agreed to between employer and worker; or</li> </ul> </li> <li>(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.</li> </ul> <p>10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.</p> <p>10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.</p> <p><b>11 Family responsibility leave</b></p> <p>11.1 Workers who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:</p>

	<ul style="list-style-type: none"> <li>(a) when the employee's child is born;</li> <li>(b) when the employee's child is sick;</li> <li>(c) in the event of a death of <ul style="list-style-type: none"> <li>(i) the employee's spouse or life partner;</li> <li>(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.</li> </ul> </li> </ul> <p><b>12 Statement of conditions</b></p> <p>12.1 An employer must give a worker a statement containing the following details at the start of employment:</p> <ul style="list-style-type: none"> <li>(a) the employer's name and address and the name of the SPWP;</li> <li>(b) the tasks or job that the worker is to perform; and</li> <li>(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;</li> <li>(d) the worker's rate of pay and how this is to be calculated;</li> <li>(e) the training that the worker will receive during the SPWP.</li> </ul> <p>12.2 An employer must supply each worker with a copy of these conditions of employment.</p>
<p>4.13 (cont)</p>	<p><b>13 Keeping records</b></p> <p>13.1 Every employer must keep a written record of at least the following:</p> <ul style="list-style-type: none"> <li>(a) the worker's name and position;</li> <li>(b) in the case of a task-rated worker, the number of tasks completed by the worker;</li> <li>(c) in the case of a time-rated worker, the time worked by the worker;</li> <li>(d) payments made to each worker.</li> </ul> <p>13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.</p> <p><b>14 Payment</b></p> <p>14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.</p> <p>14.2 A task-rated worker will only be paid for tasks that have been completed.</p> <p>14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.</p> <p>14.4 A time-rated worker will be paid at the end of each month.</p> <p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p> <p>14.6 Payment in cash or by cheque must take place –</p> <ul style="list-style-type: none"> <li>(a) at the workplace or at a place agreed to by the worker;</li> <li>(b) during the worker's working hours or within fifteen minutes of the start or finish of work;</li> <li>(c) in a sealed envelope which becomes the property of the worker.</li> </ul> <p>14.7 An employer must give a worker the following information in writing:</p> <ul style="list-style-type: none"> <li>(a) the period for which payment is made;</li> <li>(b) the numbers of tasks completed or hours worked;</li> <li>(c) the worker's earnings;</li> <li>(d) any money deducted from the payment;</li> <li>(e) the actual amount paid to the worker.</li> </ul> <p>14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.</p> <p>14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.</p> <p><b>15 Deductions</b></p> <p>15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p> <p>15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</p> <p>15.4 An employer may not require or allow a worker to –</p>

	<p>(a) repay any payment except an overpayment previously made by the employer by mistake;</p> <p>(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or</p> <p>(c) pay the employer or any other person for having been employed.</p>
<p>4.13 (cont)</p>	<p><b>16 Health and safety</b></p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>16.2 A worker must –</p> <p>(a) work in a way that does not endanger his/her health and safety or that of any other person;</p> <p>(b) obey any health and safety instruction;</p> <p>(c) obey all health and safety rules of the SPWP;</p> <p>(d) use any personal protective equipment or clothing issued by the employer;</p> <p>(e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.</p> <p><b>17 Compensation for injuries and diseases</b></p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p> <p><b>18 Termination</b></p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p> <p>18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p><b>19 Certificate of service</b></p> <p>19.1 On termination of employment, a worker is entitled to a certificate stating –</p> <p>(a) the worker's full name;</p> <p>(b) the name and address of the employer;</p> <p>(c) the SPWP on which the worker worked;</p> <p>(d) the work performed by the worker;</p> <p>(e) any training received by the worker as part of the SPWP;</p> <p>(f) the period for which the worker worked on the SPWP;</p> <p>(g) any other information agreed on by the employer and worker."</p>

## PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Data								
1.1.1.9	The name of the Contractor is .....								
1.2.1.2	The address of the Contractor is:  <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Physical</td> <td style="width: 50%;">Postal</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </table> e-mail: ..... Tel. No. .... Fax No. ....	Physical	Postal	.....	.....	.....	.....	.....	.....
Physical	Postal								
.....	.....								
.....	.....								
.....	.....								
1.1.1.14	The time for achieving Practical Completion is <b>4 Months</b>								
6.5.1.2.3	The percentage allowance to cover overhead charges is .....%								
6.2.1	The security to be provided by the Contractor shall be one of the following:								
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 70%;">Type of security (Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</th> <th style="width: 30%;">Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td>Performance Guarantee of 10% of the Contract Sum.</td> <td></td> </tr> <tr> <td>Performance Guarantee of 5% of the Contract Sum + 5% Retention.</td> <td></td> </tr> <tr> <td>10% Retention</td> <td></td> </tr> </tbody> </table>	Type of security (Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)	Contractor's choice. Indicate "Yes" or "No"	Performance Guarantee of 10% of the Contract Sum.		Performance Guarantee of 5% of the Contract Sum + 5% Retention.		10% Retention	
Type of security (Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)	Contractor's choice. Indicate "Yes" or "No"								
Performance Guarantee of 10% of the Contract Sum.									
Performance Guarantee of 5% of the Contract Sum + 5% Retention.									
10% Retention									

# 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.: **SCMU8-20/21-0120: REHABILITATION OF EARTH DAMS IN MBASHE LM OF THE AMATHOLE DISTRICT** for the construction, completion and maintenance of the works;

**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. ....

# CESSION OF RIGHTS FOR MATERIALS ON SITE

## Claim for materials on site

Payment Certificate No. .... Date: .....

Contract: .....

Employer: .....

Contract No:.....

Contractor: .....

I / We, the undersigned,.....  
(Print name)

in my / our capacity as .....of .....  
(Print capacity) (Company)

hereby confirm that the Contractor is the bona fide owner of the goods and materials described in the attached schedule and the Contractor hereby cedes assigns and transfers all the right, title and interest claim and demand in and due to the materials and goods described in the attached schedule in favour of the Employer.

All rights of the Employer in and to this Cession shall become effective immediately upon the Contractor obtaining payment for the goods referred to on the attached schedule (less payment of retention monies that may be validly retained in respect thereof) from which time forward the ownership of all the stated goods and materials will vest in and pass irrevocably to the Employer.

Notwithstanding the foregoing all risk or loss and/or damage to the said goods and materials whilst in the Contractor's stores up until the time that all the goods and materials have been installed in the Works shall be the responsibility of the Contractor.

This Cession shall neither constitute a novation of nor amend the terms of the Contract existing between the Employer and the Contractor nor shall it in any manner vitiate any of the rights and obligations imposed on either party.

**Signed by:** ..... **Date:** .....  
for and on behalf of the Contractor.

**Witnessed by:** ..... **Date:** .....

**(NOTE:** This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract Third Edition 2015).



# **C 1.3**

## **Form of Guarantee**

**EASTERN CAPE PROVINCIAL GOVERNMENT**

**DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMATHOLE DISTRICT  
C1.3 Form of Guarantee: Contract No. SCMU8-20/21-0120**

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

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....

Physical address: .....

“Employer” means: .....

“Contractor” means: .....

“Employer’s Agent” means: .....

“Works” means: .....

“Site” means: .....

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

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

Amount in words: .....

Type of performance Guarantee: ..... (insert Variable or Fixed)

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

**CONTRACT DETAILS**

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

**1. VARIABLE PERFORMANCE GUARANTEE**

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

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

R .....

(Amount in words .....)

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

R .....

(Amount in words .....)

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

## **2. FIXED PERFORMANCE GUARANTEE**

- 2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3 The employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

## **3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

- 3.1 The Guarantor hereby acknowledges that:
  - 3.1.1 Any reference in this Performance Guarantee to the Contract is made of the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.
  - 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantors maximum liability reoffered to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
  - 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2,
  - 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid,
  - 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2
- 3.3 Subject to the Guarantor's maximum liability reoffered to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 3.3.1 The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3, or
  - 3.3.2 a provincial or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3, and
  - 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the services of all notices for all purpose in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates 'Courts Act No 32 of 1994, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

## **PART C2 – PRICING DATA**

## **C 2.1**

# **Pricing Instructions**

# EASTERN CAPE PROVINCIAL GOVERNMENT

## DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

### REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMATHOLE DISTRICT

#### C2.1 Pricing Instructions

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

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

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

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

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

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

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

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.



## **C 2.2**

# **Bill of Quantities**

**EASTERN CAPE PROVINCIAL GOVERNMENT**

**DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMATHOLE DISTRICT**

**SCMU8-20/21-0120**

**MNQUMA DAMS**

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT (RANDS)
1	PRELIMINARY AND GENERAL	.....
2	EARTH MOVING	783,900,00
	SUBTOTAL	.....
3	Add 5 % Contingencies	.....
	SUBTOTAL	.....
4	Add 15% VAT	.....
TOTAL		.....

PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
A1.	SABS 1200A	PRELIMINARY AND GENERAL SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS					
A1.1	8.3.1	Facilities for Contractor	Sum	=====	=====		
A1.2	8.3.2	Facilities required by the contractor	Sum	=====	=====		
A1.3	8.3.3	General responsibilities and other fixed charge obligations	Sum	=====	=====		
A1.4	8.3.4	Remove of site establishment	Sum	=====	=====		
A2	SABS 1200AA	TIME RELATED ITEMS					
A2.1	8.4.1	Contractual requirements	Sum	=====	=====		
A2.2	8.4.2	Operate and maintain facilities for the contractor	Sum	=====	=====		
A2.3	8.4.3	General obligations and time related items	Sum	=====	=====		
A3	PAM	OCCUPATIONAL HEALTH AND SAFETY ACY					
A3.1	PAM 7.2.1	All costs and obligations to comply with the OH&S Act	Sum	=====	=====		
A3.2	PAM 7.2.2	Time related obligations to comply with the OH&S Act	No.	4.0			
A3.3	C19 OHS 1.2.1	All costs and obligations to comply with the Disaster Management Act (57/2002): Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (C19 OHS)	Sum	=====	=====		
A3.4	C19 OHS 1.2.2	Time related obligations to comply with the Disaster Management Act (57/2002): Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (C19 OHS)	Month	4.0			
Total Carried Forward							

PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
A4	SABS 1200AA	SUMS STATED PROVISIONALLY BY THE ENGINEER					
A4.1	8.5	Provisional sum for the assessment of machine performance ordered by the engineer	Prov.S um	=====	=====	5,000	00
A4.1.1	8.5	Contractor's mark-up on item A4.1	%	5,000.00			
A4.2	8.5	Provisional sum for allowance of standing time	Prov.S um	=====	=====	20,000	00
Total Carried Forward To Summary							

EARTH MOVING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
B1	PPS 4.4	<p>EARTH MOVING</p> <p>Excavator:</p> <p>Minimum specification: Track driven, operating weight rating = 20ton,</p> <p>Net power rating = 110kW, Boom reach length = 9,5m, and bucket capacity at least 1m<sup>3</sup>.</p> <p>(Do not tender this item, if offering an alternative)</p>	hours	132.4	960.00	127,104	00
B2		<p>Alternative Excavator offered:</p> <p>(Please state clear details, and equivalent hours in comparison to the specified model above)</p>					
B3		Standing time on tendered excavator	hours			Rate Only	
B4	PPS 4.4	<p>Roller:</p> <p>Vibrating Roller specification</p> <p>12 Ton single Drum plain Roller</p> <p>(Do not tender this item, if offering an alternative)</p>	hours	162.8	570,00	92,796	00
B5		<p>Alternative Roller offered:</p> <p>(Please state clear details, and equivalent hours in comparison to the specified model above)</p>					
B6		Standing time on tendered roller	hours			Rate Only	
B7	PPS 4.4	<p>Dozer:</p> <p>Medium track type tractor dozer with minimum specification:</p> <p>Power rating = 170kW, Operating weight = 25ton, Hydraulic pressure rating = 27 000kPa, Maximum penetration force = 85kN.</p>	hours	440.0	1,250,00	550,000	00
Total Carried Forward						769,900	00

**EARTH MOVING**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		(Do not tender this item, if offering an alternative)					
B8		Alternative Bulldozer offered:  (Please state clear details, and equivalent hours in comparison to the specified model above)					
B9		Standing time on tendered Dozer	hours			Rate Only	
B10		Move machinery between construction sites with low-bed truck.	km	350.0	40,00	14,000	00
Total Carried Forward To Summary						783,900	00

## **C 3.1 Scope of Work**

# EASTERN CAPE PROVINCIAL GOVERNMENT

## DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

### REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMATHOLE DISTRICT

#### C3.1 Scope of Work

##### 1. Scope of Work and Management

TOPIC	SUB TOPIC
<b>DESCRIPTION OF THE WORKS</b>	
Employer's objective	REHABILITATION OF SMALL EARTH DAMS IN MNQUMA LOCAL MUNICIPALITY
Overview and extent of works	Upgrading and de-silting of small earth dams
Location of the works	Mpahleni (Mdeni), Dyam Dyam (Magontsini), Mission (Mzantsi), Mgagasi, Tutura (Mlangeni).
<b>ENGINEERING</b>	
Design + Drawings + Specifications	Done + Will be issued + Compiled by the division Engineering Services of DRDAR
<b>PROCUREMENT</b>	
Preferential procurement procedures	CIDB, 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	1. Applicable SANS 1200 standards for the building works and SANS 10142 standards for the electrical works will apply. 2. Attached Project Particular Specifications will apply.
Plant and materials	1. The Employer will not provide any plant or material. 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.
Construction equipment	1. The Employer will not provide any equipment. 2. The Contractor shall provide all suitable construction equipment necessary to complete the project.
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	1. The Employer will not provide any facilities on site. 2. The Contractor shall provide an office, storage shed, toilets, security, 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.
<b>MANAGEMENT</b>	
Management of works	1. Applicable SANS 1200 standards will apply. 2. Attached generic standards will apply. 3. Construction details, methods and procedures according to the attached Project Particular Specifications will apply. 4. Drawings and specifications will be provided by the Employer and shall be the only acceptable drawings for the agreed works. 5. The Engineer will be available to perform inspections every day on



	<p>request, but will perform at least one scheduled inspection per week.</p> <p>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.</p> <p>6.1. The Contractor shall submit invoices according to the agreed claims and the Engineer will recommend the payment.</p> <p>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.</p> <p>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.</p> <p>6.4. The Employer allows for monthly interim payments for the project that can be used, 1 practical and 1 final payment.</p> <p>6.5. The practical completion of the construction work implies the work is complete and the beneficiaries can use the infrastructure.</p> <p>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.</p> <p>6.7. Certificates of Completion and Final Approval will be issued by the Engineer for practical and final construction completion.</p> <p>7. The Contractor shall provide the Engineer with proof that Insurance has been obtained for the contract period.</p> <p>8. The Contractor shall keep a daily record of all labour related matters, weather occurrences, all incidents that influenced construction.</p> <p>9. Communications between the Employer and Contractor will be in writing with copies to all stakeholders.</p> <p>10. The Contractor shall be responsible for testing the works after completion to ensure compliance with the Employer's requirements.</p> <p>11. The Employer will commission the works during a public handing over ceremony.</p> <p>12. The Contractor shall repair all defects of workmanship and materials during the liability period.</p>
Health and safety	<p>1. Attached Generic Occupational Health and Safety Specifications will apply.</p> <p>2. Applicable SANS 1200 standards will apply;</p> <p>3. Occupational Health and Safety Act (Act No. 85 of 1993) will apply;</p> <p>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 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>

# **C 3.2**

## **Specifications**

## 3.2 Particular / Generic specifications

### REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE AMATHOLE DISTRICT MUNICIPALITY

#### SCOPE

#### **PS SCOPE**

THIS BID COVERS THE REHABILITATION OF EARTH DAMS IN MNQUMA LOCAL MUNICIPALITY

#### **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**

The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200). It shall however be noted that reference is made in certain of the specifications to other standardized specifications which may or may not be included in this document. Where such specifications are not included, they shall however be deemed to be included in the Contract documents.

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 5.7 Notice Boards**

Two project notice boards will be required in accordance with SABS 1200 AB, and as amended by any variations / additions in clause C3.4.1.6.

## **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.



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

**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.

ANNEXURE B (to H & S specification)

**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
------	------

<b>C19 OHS 1.2.1 General safety obligations C19 OHS:</b> .....	<b>Sum</b>
--	------------

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.

<b>C19 OHS 1.2.2 Time related obligations C19 OHS:</b> .....	<b>Month</b>
--	--------------

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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**AIDS HELPLINE: 0800-0123-22 Prevention is the cure**

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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.



***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.

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<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.



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.
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-

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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.

- 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;
- 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.

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

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

## 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
  - 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.

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<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".

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

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;
  - 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

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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).

- 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.

## **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 OHSA, 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 OHSA may perform any of the functions in section 29 of OHSA and exercise any of the powers listed in section 30 of OHSA 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 OHSA, the offences and penalties provided for in section 38 of OHSA apply.

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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/>

44. An inspector, contemplated in clause 42, may for the purpose of promoting, monitoring and enforcing compliance with the OHSA, 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 the OHSA 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.

## **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)



## 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.



PROJECT SPECIFICATIONS FOR THE REHABILITATION OF EARTH DAMS IN MNQUMA LM OF THE  
AMATHOLE DISTRICT

**PARTICULAR SPECIFICATIONS – DAM SCOOPING**

**PPS DAM SCOOPING (DS)**

**PPS DS 1 SCOPE**

**PPS REHABILITATION OF DAMS (DS)  
SCOPE**

The scope covers the upgrade and de-silting of earth dams for stock water purposes in the Amathole District. The names, locations, and contact person of each stock dam to be constructed are attached on Annexure 5.1. The details of services to be rendered by contractor are as follow:

**PPS 1.DAM LAYOUT AND GENERAL SPECIFICATIONS.**

- All the dams to be renovated are existing small earth dams, which are used for stock water purposes. Most of the dams are silted, and a number of the earth embankments broken.
- Unless otherwise specified, construction must be done according to **SANS1200DA – Earthworks small.**
- **A general dam layout must be used as far as possible, as detailed in annexure 5.3. or as specified by the engineer.**
- The dam must be constructed in such a manner, to make provision for a minimum water capacity of 5000m<sup>3</sup>, unless otherwise specified by the engineer.
- A minimum spillway width of 10m to be used, widening further away from the embankment (see drawing), unless otherwise specified by the engineer. Care must be taken to ensure that runoff water will be discharged safely in the original watercourse.
- A minimum total board of 1m to be used, unless otherwise specified by the engineer.
- An additional 10% must be added to the embankment height, to make provision for settlement.
- Sediment in the dam basin, may not be used as building material for dam wall. The core of the dam wall must be built with well graded soils, with a clay contents between 15 and 35 %. The sediment may only be used as a filler on the outer layers of the wall.
- Material with the highest clay content, which are the least impermeable must be used in the core of the wall, while the material with lower clay content can be used on outer layer.
- Embankment slopes of 3:1 upstream, and 2:1 downstream must be maintained, with a crest width of at least 2m.

**PPS 2.METHODOLOGY.**

**2.1** The purpose of this tender, is to repair existing dam walls to the minimum specification as specified above, and to de-silt sufficiently to create enough storage capacity in order for the dam to be utilized successfully as source of water for the livestock in the area.

**2.2** Each dam to be to be evaluated together with the engineer's representative. The minimum design will be agreed upon, and best construction method specified.

**2.3 Follow SANS 1200DE-Small Earth Dams.** The following pointers must be incorporated into the construction method:

- Any plant material, and loose soil must be removed from construction site, and top soil must be stockpiled for later use and the base ploughed.



- Existing broken embankments must be sloped to a slope of at least 2:1, and all loose soil removed.
  - Soil should be at optimum moisture content to provide maximum bulk density on compaction. If needed, the borrow pit must be wetted to obtain the best compaction ability.
  - Construct in layers of not exceeding 300mm thick (uncompact), and compact each layer evenly with heavy machinery, to at least 95% of Proctor density. The Engineer reserves the right to order compaction tests, should the quality of the compaction be disputed.
  - Wall should be built 10% higher, to allow for settlement.
  - Successive layers should be kept consistent in texture and thickness and uniform compaction maintained by varying the route of the machinery.
  - The haulage circuit should be planned to minimize the distance travelled, and unproductive machine hours minimized.
  - The burrow pit must preferably be up-stream of the dam wall.
  - Plan excavation and unloading to facilitate drainage in case of unexpected rains.
  - On completion, neaten the slopes of the dam wall, and cover with the top soil, stock piled earlier.
  - Rehabilitate the burrow pit, if it does not form part of the dam basin.
  - Clear site, and haul all waste material to site agreed to with the engineer's representative.
- 2.4** Work must be planned in order to minimize moving distances between sites.
- 2.5** Machine work hours, and low-bed odometer readings must be accurately logged on a daily basis, and controlled by the engineer's representative, in order to claim accurately.
- 2.6** The engineer holds the right to do construction inspections at any time, control measurement, check machine hours, and instruct corrections where needed.

### **PPS 3. MANAGEMENT OF PLANT AND CLAIM PROCEDURES**

#### **3.1 CONTRACTOR'S LIABILITY**

The Contractor shall be responsible for all wear and tear and breakage's occurring during operation or transport of the Plant.

#### **3.2 MACHINE PERFORMANCE**

Machine performance must reasonably comply with the manufacturer's specifications. Additional governing of the motors beyond that required by the manufacturer, or any other means of reducing machines performance will not be permitted.

If the Employer considers that any items of Plant does not reasonably comply with the manufacturers specifications the Employer shall be entitled to call for an assessment from an accredited agent. If the plant so assessed is found to comply with the performance specification, the cost of the assessment shall be borne by the Employer. If the opposite is true, the cost of the assessment shall be borne by the Contractor.

Plant assessed as not being able to comply with the manufacturer's specifications in terms of performance, due to age or other defect, shall be removed from the site and all costs for replacement of the item so removed shall be the Contractor's account including the cost of any difference in hire rate which may arise out of such replacement.

Bidders are warned that the Employer will not tolerate any plant not conforming to the required specifications.

Any machine broken down or not able to work due to the contractor's problem for more than 85% of the time that it is required to work, must be removed from site at the contractors cost.

### **3.3 PLANT BREAKDOWNS**

Whenever the plant is unable to work because of breakdowns, for whatever reason these breakdowns occur, the plant shall be off hire for that duration.

### **3.4 MAINTENANCE, SERVICING & FUELLING**

Whenever the plant is unable to work because of fuelling or routine maintenance and servicing, the plant shall be off hire for that duration.

### **3.4 SECURITY OF PLANT OUTSIDE OF NORMAL WORKING HOURS**

The Contractor shall allow within the rates for parking, guarding and general security of the Plant after working hours. The time taken to travel to and from such secure area as the Contractor may choose shall not be for the Employer's account.

### **3.5 STANDING TIME**

The purpose of the contract is not to hire plant, but to execute the renovation and de-silting of earth dams as stated. Therefore, the contractor should choose which plant is suited for each respective site, and only move the required machinery to site, in order to eliminate non-productive machine hours. Stand time would only be applicable in extra-ordinary situation, where machines are standing for reasons beyond the contractor's control, for example:

- i) When the contractor is awaiting instructions / specifications from the engineer for unreasonably long periods.
- ii) Claims for standing will be processed

### **3.6 CLAIMS**

- 1) Claims to be submitted monthly on a payment certificate to be compiled in co-operation with the Engineer's Representative.
- 2) Claims must be supported with log sheets for each machine, dually signed off, and certified by both the contractor and the Engineer's Representative, on the format as agreed with the Employer.
- 3) No claims for unauthorized work done, unauthorized claims for stand times, unauthorized movement of machines, or unauthorized day work will be considered.

## **PPS 4. PRICING INSTRUCTION, MEASUREMENT AND PAYMENT**

**4.1** The bill of quantities is based on estimated machine hours and kilometres. This is likely to change during the course of the contract, depending on specific site conditions. Payments will be calculated according to actual machine hours and kilometres. Under no circumstances may the total contract value be exceeded.

**4.2 The list of dams as per Annexure 4.1**, subject to change, depending on site conditions, and the cost of the work during execution.

**4.3** Specific machines have been specified in the bill of quantities. These machines are the minimum required. Bidders are free to offer another machine of similar or larger capacity as the machine specified. In such a case, the bidder must state the comparative machine hours relative to the specified machine, in order for the bid to be evaluated on equal comparative terms.

**For example:** If for instance a D7 bulldozer has been specified, with an estimated 500 hours, and the bidder wants to tender a D9 bulldozer. He must then state the number of hours the D9 bulldozer would utilize to execute the same amount of earthmoving as the D7 dozer. The adjusted hours must then be utilized to calculate the bid amount.

If the bidder offers an alternative machine, do not price the prescribed machine, only the alternative.

**4.4 Measurement and payment: Earthmoving Machines .....fixed rate/hour**  
The unit of measurement for all earthmoving equipment will be actual machine hours logged, and agreed upon with the engineer.

The rate shall be fixed **“Wet Rate” This rate** is defined as the hire rate including insurance, operator, fuel, oil and lubricants, as well as for all materials, labour and plant required for the transport of the fuel and lubricants to site and filling of Plant at any location within the Boundaries of the Amathole District

**4.5 Measurement and payment: Moving of machinery (Low-bed) .....fixed km’s**  
This item is strictly for the moving of machinery between sites, and does not include the initial site establishment cost. The unit of measurement is kilometres travelled between sites, and is excluding traveling from the contractors’ premises to the sites.  
The rate shall be all inclusive, including the machine hire, fuel, operator, and all running costs.

# PART C4 – SITE INFORMATION

## **C 4.1**

# **Site Information**

**EASTERN CAPE PROVINCIAL GOVERNMENT**

**DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**REHABILITATION OF EARTH DAM IN MNQUMA LM OF THE AMATHOLE DISTRICT  
C4 Site Information**

ITEM	DESCRIPTION
Location from Butterworth	Mpahleni (Mdeni) 41.3 km North West Dyam Dyam (Magontsini) 38.1 km West Mission (Mzantsi) 5.1 km South Mgagasi 20.9 km North Tutura (Mlangeni) 15.6 km South East
GPS co ordinates	Mpahleni (Mdeni) <b>32°12'50''S; 28°01'43'' E</b> Dyam Dyam (Magontsini) <b>32°20'43''S; 27°53'41'' E,</b> Mission (Mzantsi) <b>32°21'2.126''S; 28°09'3,095'' E</b> Mgagasi <b>32°14'53''S; 28°08'08'' E</b> Tutura (Mlangeni) <b>32°24'9.708''S; 28°14'59.112'' E</b>
Closest town	Butterworth
General geography	..... % slope for all
Road conditions	
Site extent	
Site clearance required	
Site soil properties	
Site vegetation	
Site fenced	
Site access	
Services available	
Accommodation	Provide own
Labour	Provide own
Storage of materials	Provide own
Security	Provide own
Construction difficulty	
Plant required	
Equipment / tools required for	De-silting of earth dam
Transport required	For all materials For all plant, equipment and tools For contractor's personnel
Testing of works	None
Commissioning of works	None.

## **C 4.2**

# **Drawings**

**EASTERN CAPE PROVINCIAL GOVERNMENT**

**DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**REHABILITATION OF EARTH DAM IN MNQUMA LM OF THE AMATHOLE DISTRICT**

**DRAWINGS**

**SCHEDULE OF CONTRACT DRAWINGS**

The following drawings form part of this Contract:

<b>DRAWING NO.</b>	<b>DESCRIPTION</b>
1	FIGURE 4.4 – DAM LAYOUT