PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
DEPARTMENT OF PUBLIC WORKS

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

RETURNABLE DOCUMENT

ONE VOLUME APPROACH

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

Engineer/Principal Agent
KZN Department of Public Works
Private Bag X 42
Ulundi
Ulundi
3838
035-874 3233 - Tel Number
N/A - Fax Number
[Email Address]

Quantity Surveyor
KZN Department of Public Works
Private Bag X 42
Ulundi
3838

035-874 3349 - Tel Number
[Fax Number including Area Code] - Fax Number
[Email Address]

Employer:
Head: Public Works
KZN Department of Public Works
Private Bag X 9041
PIETERMARITZBURG
3200
Tel Number: 033 - 8971300
Fax Number: N/A

Region:
Regional Manager
KZN Department of Public Works
Private Bag X 42
Ulundi
3838
Tel Number: 035-874 3349
Fax Number: 035-874 2519

Tender Number:	ZNTU04288W	Project Code:	058501
CIDB Grading:	3CE OR HIGHER	Document Date:	As Per Tender Advert
ECDP Number:	N/A	Contract Period:	6 Calendar Months

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

THE TENDER

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IMPORTANT NOTICE TO TENDERERS

1.Requirements for sealing, addressing, delivering, opening and assessment of the tender are contained in the tender document.
2.Under no circumstances whatsoever may the tender document be re-typed, or re-drafted and only tenders submitted on the tender document issued by the Department will be accepted.
3.The Department reserves the right not to award the lowest bidder.
4.In addition, the Department may conduct a detailed risk assessment prior to the award of tender.
5.Tender documents must be downloaded or purchased and collected prior to the starting time of pre-tender briefing meeting.
6.No tender documents will be issued at the pre-tender briefing meeting and no site inspection meeting certificate will be issued at the pre-tender briefing meeting.
7.No late arrivals will be accepted to the pre-tender briefing meeting.
8.Late submissions will not be accepted.
9.Faxed or e-mailed tenders are not accepted.
10.Only Tenderers registered on the Central Supplier Database and within the applicable CIDB grading or higher as listed above will be legible to submit tenders.
11.Tenderers' attention is drawn to the mandatory criteria as listed in the tender document as well as phased sequence of the tender evaluation process.
12.The tender will be evaluated on the 80/20 where 80 points is for price and 20 points is for specific goals.

13.The tender document is structured as follows:
•Section 1: The Tender and Returnable - Hard Copy
•Section 2: The Contract - Scanned on Flash Drive
Note
1)The Contract Section (No. 2) and the excel version of the Bills of Quantities are incorporated on the attached flash drive that is issued to the Tenderer upon purchase of the tender document. Section 1: The Tender and Returnable is included as part of the tender document as a hard copy.
2)Section 1 returnable to be submitted completely with the flash drive which will include the excel priced Bills of Quantities at tender closing.
3)Bidders who elected to download the tender document at no cost from the E-tender Portal must also download the electronic Bills of Quantities and must submit the complete original completed tender document Section 1, together with all supporting documents and must submit the fully completed electronic Bills of Quantities on their own Flash Drive with their tender at close of tender.

14The Contract Section (No. 2) and the excel version of the Bills of Quantities are incorporated on the attached flash drive that is issued to the Tenderer upon purchase of the tender document. Section 1: The Tender and Returnable is included as part of the tender document as a hard copy.
15Section 1 is returnable to be submitted completely with the flash drive which will include the excel priced Bills of Quantities at tender closing.
16Tenderers who elected to download the tender document at no cost from the E-tender Portal must also download the electronic Bills of Quantities and must submit the complete original completed tender document Volume 1, together with all supporting documents and must submit the fully completed electronic Bills of Quantities on their own Flash Drive with their tender at close of tender.
17NB: Failure to adhere to the above instructions and notice will lead to disqualification.
Each page of the tender document must be initialled.
18The bid document can be downloaded from e-Tender Portal at no cost. However, should any bidder require a printed/hard copy of the bid document, a non-refundable payment in the amount R 270.00 must be made for collection thereof as per the banking details indicated below.
Proof of payment must be produced upon collection of the bid document.
BANKING DETAILS: NAME: KZN PROV GOV- WORKS,
BANK: ABSA BANK,
ACCOUNT NO:4121941044:
ACCOUNT TYPE: BUSINESS CHEQUE ACCOUNT,
BRANCH:632005,
REFERENCE NUMBER:14074061.

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

THE TENDER

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

PART T1. - TENDER PROCEDURES

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

T1.1 - TENDER NOTICE AND INVITATION TO TENDER

T1.1 TENDER NOTICE AND INVITATION TO TENDER

THE KZN DEPARTMENT OF PUBLIC WORKS INVITES TENDERS FOR THE PROVISION OF:

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**
Advertisement date:	**To be determined**	**Closing date:**	**30 July 2026**
Closing time:	**11:00**	**Validity period:**	**84 Calendar Days**

It is estimated that tenderers must have a CIDB contractor grading designation of 3CE OR HIGHER or higher. No alternative Class of work, as refered to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

	It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of ***(N/A)*** and satisfy the criterion stated in the Tender Data. *(Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises)* All Tenderer's should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Tenderer with a PE status can be considered If **"N/A"** is indicated above because the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.

Only Tenderder's who are responsive to the following responsiveness criteria are eligible to submit Tenders:

X	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 : 3CE OR HIGHER or higher, class of construction work, are eligible to have their Tenders evaluated.
X	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 3CE OR HIGHER or higher, class of construction work; or not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status 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 : **3CE OR HIGHER** or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
X	Tender document must be properly received on or before the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
X	Submission of Compulsory Returnable Schedules documents as per List of returnable documents.
X	Tax Compliance Status (TCS) PIN number and Tenderder's or entity tax reference number.
X	Contractor's Safety, Health and Environmental Declaration.
X	Complete priced Bill of Quantities to be submitted on the day of the Tender closing date.
X	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Tenderder may not be awarded a contract if he/she is not registered and in good standing with the Compensation Commissioner.
X	Certified Proof of Paid Municipal Rates and Taxes (Attach) (T2.23)
X	Certified Proof of UIF Registration (Attach) (T2.24)
X	Financial Standing and other resources of Business Declaration (T2.8)
X	Compulsory Enterprise Questionnaire (T2.18)
X	Submission of declaration of interest
X	Submission of authority to sign authorizing a dedicated person to sign documents on behalf of firm/ consortium/ joint venture
X	**Tenderers must meet the Mandatory criteria and preference by means of specific goals**
X	**The bidder must be registered on CSD**
X	Invitation to Tender - SBD 1

Please note the following for POPIA:
By submitting this tender, I hereby acknowledge consent that the KZN Department of Public Works, may, from time to time, collect/store/use/destroy/delete/share or otherwise process my Company and Director's/Shareholders personal information as the context or circumstances may require and as contemplated in terms of POPIA. ☐ (TICK)

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

Name of Tenderer: _____

Postal Address: _____

Street Address: _____

Telephone Number CODE _____ NUMBER _____

Cellphone Number: _____

Facsimile Number: CODE _____ NUMBER _____

E-mail Address: _____

VAT Registration Number: _____

TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING (T2.19) YES ☐ or NO ☐

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof] YES ☐ or NO ☐

This tender will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022:

☒ 80/20 Preference point scoring system ☐ 90/10 Preference point scoring system

NOTE Refer to T2.34 - Mandatory Requirements

Specific goals	20	Points
Price:	80	points

1. The Specific Goal/s Allocated Points in terms of this tender:

Preference points system:
Preferences are offered to Tenderder's who have attained points for the specific goals in accordance with the table below; Documentary Proof required to satisfy the points claimed are also indicated in the table below:

No	Specific Goal	Number of Points Allocated
1	Ownership by Black People Documentary Proof Required: a) Original EME or QSE Sworn affidavit signed and dated by commissioner of Oaths. b) Certified copies of Identity Documents of Owners / Shareholders/ Directors of the bidding Entity	10
2	Promotion of Enterprises located within a specific municipal area for work done or services rendered (King Cetshwayo/ uMkhanyakude District/ or Zululand District, KwaZulu-Natal). Documentary proof required: 1) Proof of municipal account depicting physical address of business which is not older than 03 months 2) Lease Agreement 3) Letter or proof of residence from the councilor	10

Other specific goals (according to the PPPFA):			
(a)	Contract participation goal by awarding contracts to targeted enterprises	0	Points
(b)	[insert specific goal]	0	Points
(c)	[insert specific goal]	0	Points
(d)	[insert specific goal]	0	Points
Total must equal **10 or 20 points**		**20**	Points

Notes:

1 The successful Tenderder will be required to fill in and sign a written GCC 2010 2nd Edition Contract.

2 Tenderders should ensure that Tenders are delivered timeously to the correct address. If the Tender is late, it will not be accepted for consideration.

3 The requirements in respect of the application of either 80/20 and 90/10 preference points scoring system, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required.

4 The Tender box is generally open during official working hours.

5 All Tenders must be submitted on the official forms – (Not to be re-typed)

6 This Tender is subject to the PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC2010) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

7 **The documentary proof required to satisfy the points claimed for specific goals in terms of this tender, are duly indicated on the table (1) above.**

8 Where stated in the tender data that a two-envelope system has been followed, open only the non-financial proposal of valid tenders in the presence of tenderer's 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.

Evaluate that non-financial 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 are to be opened.

Open only the financial proposals of tenderers who, in the mandatory evaluation score, have more than the minimum number of points for Functionality stated in the tender data, and announce the score obtained for the non-financial proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose non-financial proposals failed to achieve the minimum number of points for Functionality.

THE PHYSICAL ADDRESS FOR COLLECTION OF TENDER DOCUMENTS:

Tender documents may be collected during working hours at the following address :

KZN Department Public of Works
North Coast Region
709 Wombe Street unit "A" Ulundi

A non-refundable tender deposit of R270 is payable as per the tender advertisement , on collection of the Tender

Account Name:	KZN PROV GOV-WORKS
Bank Name:	ABSA
Account Number:	41-2194-1044
Bank Code:	632005
Reference No:	14074061

The Tenderder must attach the account statement with above reference, to this Tender as proof of payment of the deposit.

COMPULSORY CLARIFICATION MEETING

A Compulsory clarification Meeting with representatives of the Employer will take place as follows:

As per Tender Advertisement

on: **As per Tender Advertisement**

QUERIES REGARDING THE TENDERING PROCEDURE OR TECHNICAL INFORMATION MAY

DOPW Project Manager:	Ms. T.E Ninela	**Telephone no:**	035-874 3349
Cell no:	067 413 1532	**Fax no:**	035-874 2519
E-mail:	thandazile.ninela@kznworks.gov.za		

DEPOSIT / RETURN OF TENDER DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic, posted and / or late tenders will **not** be accepted.

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

All tenders must be submitted on the official forms – (not to be re-typed)

TENDER DOCUMENTS MAY BE:

DEPOSITED IN THE TENDER BOX AT:

Northern Region

KZN Department Public of Works
North Coast Region
709 Wombe Street unit "A" Ulundi

Ulundi

3838

KWAZULU-NATAL PROVINCE
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ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

T1.2 - TENDER DATA

T1.2 TENDER DATA

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM** Ple bef		
Project Code:	**058501**		
Tender no:	**ZNTU04288W**	**Closing date:**	**As Per Tender Advert**
Closing time:	**11:00**	**Validity period:**	**84 Calendar Days**

Clause number:	
	The conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice **423 of 2019** in Government Gazette **42622 of 8 August 2019** as amended from time to time. (see www.cidb.org.za) Refer to Conditions of Tender as bound into this document. 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 marked "C" in the above mentioned Standard Conditions of Tender.
C.1.1	The Employer is the Head: Public Works (KZN Department of Public Works-Province of KwaZulu-Natal)
	For this contract the single volume approach is adopted. This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Engineering and Construction Works Contracts." The list of Returnable Documents identifies which of the documents a Tenderder must complete when submitting a Tender. The Tenderder must submit his Tender by completing the Returnable Documents including the priced Final Summary of the Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the whole of the procurement document back to the Department bound up as it was when it was received.
C.1.2	The single volume procurement document issued by the Employer comprises the following:
	TENDER
	Part T1: Tendering procedures
	T1.1 - Tender Notice and Invitation to Tender
	T1.2 - Tender Data
	T1.3 - Annexure C - Standard Conditions of Tender
	Part T2: Returnable documents
	T2.1 - List of returnable documents
	T2.2 - Returnable schedules (See different forms listed in ***T2.1 - Returnable Schedule***)
	CONTRACT
	Part C1: Agreements and Contract Data
	C1.1 - Form of Offer and Acceptance
	C1.2 - Contract Data
	C1.3 - Form of Guarantee (C1.3)
	Part C2: Pricing data
	C2.1 - Pricing Instructions
	C2.2 - Bills of Quantities
	Part C3: Scope of works
	C3.1 - Scope of Works
	C3.2 - Specification for HIV/AIDS awareness
	C3.3 - HIV/STI Compliance report
	C3.4 - Project Specific Construction Safety, Health and Environmental Specification
	C3.5 - Supplementary Preambles

Part C4: Site information	
C4.1 -	Site Information
C4.2 -	Builders Lien Agreement
Part 5: List of Drawings/Annexure's	
C5.1 -	List of Drawings
C5.2 -	Standard Preambles for all Trades (Rev 3) - DOH 2009
C5.3 -	General Electrical Specifications
C5.4 -	Lightning Protection Specifications
C5.5 -	Map of Tender submission location
C5.6 -	Joint Venture Agreement
C5.7 -	Health and Safety Specification
C5.8 -	Health and Safety Bill of Quantities
C5.9 -	Builders Lien Agreement
C5.10	Geotechnical Investigation Report (If applicable)
C5.11	EPWP Employment Contract
C5.12	Attendance Register - Infrastructure and Other projects
C5.13	EPWP Data Collection tool for Phase 3 system

C.1.4 The Employer's agent (Engineer/Principal Agent) is:

Name:	**KZN Department of Public Works**
Capacity:	**Principal Agent/Engineer**
Address:	**Private Bag X 42 , Ulundi , Ulundi , 3838**
Tel:	**035-874 3233**
Fax:	**N/A**
E-mail:	**[Email Address]**
Responsible person:	**Architect**

The second sentence shall read "Communications can be in any of the official languages recognised in KwaZulu-Natal which is English, Afrikaans or Zulu but writing is preferred in English as this is generally accepted as a business language"

C.1.6 **PP2-Competitive Selection Procedure** | **Design by Employer**

PP2B-Open Procedure

Tenderers must meet the Mandatory criteria first before they can be considered for price and preference.

C.2.1 For eligibility refer to **T1.1 Tender Notice and Invitation to Tender**

This is not an EPWP project

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 :

3CE OR or higher class of construction work, are eligible to have their tenders evaluated.

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 3CE OR HIGHER or higher, class of construction work; or

not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status

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 :

3CE OR or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER for combinations of JV's arrangements.

C.2.7 For particulars regarding a pre-tender site inspection meeting (clarification meeting), see **T1.1 Tender Notice and Invitation to Tender.**

C.2.12 Alternative tender offer permitted: **Yes** ☐ **No** ☒

	If a tenderer wishes to submit an own alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
	Only the complete Service as per the Bills of Quantities

C.2.13.2	Tenderers are to ensure that their company details appear on the entire relevant Tender documentation and must be legible.
C.2.13.3	Part of each tender offer communicated on paper shall be submitted as an original, plus ONE copy of the tender document including supporting documents and priced Bill of Quantities where applicable, scanned onto a readable compact disk (CD) in pdf format, at the Tenderders own cost. The CD must be clearly marked with the tender information and company details.
C.2.13.4	The second sentence shall read as follows "The Employer will hold all authorised signatories jointly and severally liable on behalf of the tenderer". Tenderders proposing to contract as a Joint Venture shall submit a valid Joint Venture Agreement before the Joint Venture's offer could be accepted. Individuals, Partnerships and Companies proposing to contract as a party to a Joint Venture shall be jointly and severally liable on behalf of the Joint Venture.
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 as per **T1.1 Tender Notice and Invitation to Tender.**
	A Open Procedure will be followed
C.2.15	The closing time for submission of tender offers is as per **T1.1 Tender Notice and Invitation to Tender.**
C.2.16	The tender offer validity period is as per **T1.1 Tender Notice and Invitation to Tender.**
C.2.17	Sub-clause C2.17 does not preclude the negotiation of the final terms of the contract with the preferred tenderer, following a competitive selection process, should the Employer elect to do so and provided that the competitive position of the preferred tenderer is not affected.
	The tenderer is to submit the Priced Bills of Quantities with the Returnable's at the closing of the tender.
	This is not an EPWP project
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.2.22	Tenderers **do not** have to return all retained tender documents within 28 days after expiry of the Tender validity period.
	Tenderers are to refer to **List of Returnable Schedules** and **Scope of Works** to establish what is required to be submitted with this tender.
C.3.4	The location for opening of the tender offers, immediately after the closing time thereof shall be at: **KZN Department Public of Works, North Coast Region, 709 Wombe Street unit "A" Ulundi ULUNDI, 3838**
C.3.8	The employer must determine, on opening and before detailed valuation, whether each Tender offer properly received: a) complies with the requirements of the Conditions of Tender. b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the Tender documents. 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 or b) significantly change the Employers or the Tenderers 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.3.13	**Tender offers will only be accepted if:** (a) Tenderders must be registered on Government's Central Supplier Database (CSD) and include their master registration number (MAAA number) on the cover page of the tender document in order to enable the institution to verify the tenderers tax status on the CSD (b) the Tenderder is registered with the Construction Industry Development Board in an appropriate contractor grading designation is required for this tender and the Tenderder has submitted a CIDB certificate of registration which clearly indicates the status "Active" (c) the Tenderder is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges. (d) the Tenderder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderder's ability to perform to the contract in the best interests of the employer or potentially compromise the Tender process. (e) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and (f) the Tenderder 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 Tenderder is registered with: i) the Unemployment Insurance Fund (UIF); and ii) the Workmen's Compensation Fund (h) the Tenderder submitted Authority to Sign the tender. (i) the Tenderder submitted Financial standing & other resources of Business Declaration. (j) the Tenderder submitted Equipment Schedules, if applicable. (k) the Tenderder signed the Form of Offer that is part of the Form of Offer and Acceptance. (l) the Tenderder submitted Preference Certificate, if applicable. (m) the Tenderder submit Final Summary of Bill of Quantities at tender closing. (n) the Tenderder submitted Bidder's Disclosure. (o) the Tenderder submitted Site Inspection Certificate from the Compulsory Briefing Meeting (p) All information required to assess 'Functionality" as per Tender Data scheduled requirements Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderder as described in the form of offer and acceptance.
C.3.15	Tenderders are informed that any formal dispute shall be resolved by being referred to Arbitration only.
C.3.17	Provide to the successful Tenderder one copy of the signed contract document and one copy of an unpriced bills of quantities

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
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ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

T1.3 - Annexure C - Standard Conditions of Tender

T1.3 - Annexure C - Standard Conditions of Tender

Note: Where this document refers to Bid or Bidder it shall be read as tender or tenderer

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 and 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. Tenderer's 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 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 the 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 fulfil 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 read, copied and recorded. Communication 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 engineerin construction works specified in the inviteation;

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 manne the original tender invitation was advertised.

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

C.1.6 Procurement procedures

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.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the **tender data** requires 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.3.8 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

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.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.

F.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 tenderes to submit tender offers in the second stage, following the issuing of procurement

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

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 substitutes 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 lapses before the employer evaluating the tender offer(s), 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), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employers 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 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 request 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

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) 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 tenderer's' 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 the 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 items 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 of 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

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

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following s requirements:	
Requirement	**Qualitative interpretation of goal**
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultane access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parti
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are re from doing business with the employer, lack of capability or capacity, legal impediments and cc interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best valu
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain bes outcomes in respect of quality, timing and price, and least resources to effectively manage and 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

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.

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PART T2 - RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Project Manager:	**Ms. T.E Ninela**	**Tender no:**	**ZNTU04288W**

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

(Tenderer to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the tender)

Tender document name	Returnable document	
Bidder's Disclosure - SBD 4 (T2.11)	Yes	
Authority to Sign Tender (T2.2)	Yes	
Authority for Consortia or Joint Venture's to Sign Tender (T2.3)	Yes	
Special Resolution of Consortia or Joint Venture's (T2.4)	Yes	
Schedule of Proposed Sub-Contractors (T2.6)	Yes	
Joint Venture Involvement Declaration (T2.5)	Yes	
Capacity of Tenderer (T2.7)	Yes	
Annual Financial Statement for past financial year (2.15)	Yes	
Site Inspection Certificate as proof for attendance of compulsory briefing meeting (T2.10)	Yes	
Preference Points Claim Form (T2.9)	Yes	
Compulsory Enterprise Questionnaire (T2.18)	Yes	
Financial Standing and other resources of Business Declaration (T2.8)	Yes	
Contractor's Safety, Health and Environmental Declaration (T2.17)	Yes	
Complete Priced Bill of Quantities (T2.22)	Yes	
Certified Proof of CIDB Registration Number (T2.27)	Yes	
Contract Form - Purchase of Goods/Works - Part 1 (T2.29)	Yes	
Contract Form - Purchase of Goods/Works - Part 2 (T2.30)	Yes	
Mandatory Criteria (T2.34)	Yes	
Invitation to Tender - SBD 1 (T2.35)	Yes	

2. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE TENDERER

(Tenderer to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the tender)

Tender document name	Returnable document	
Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing (T2.19)	Yes	
Certified Proof of Good Standing with the Compensation Commissioner (Attach) (T2.20)	Yes	
Proof of payment of Tender deposit (T2.28)	Yes	
Certified Proof of Paid Municipal Rates and Taxes (Attach) (T2.23)	Yes	
Certified Proof of UIF Registration (Attach) (T2.24)	Yes	
Certified Proof of Registration Number on the Central Suppliers Database (T2.26)	Yes	
Annual Financial Statement for past financial year (2.15)	Yes	
Entire tender document including returnable and supporting documents, scanned as PDF onto a CD, clearly marked with the Tender information.	Yes	

3. Additional information that may be required during the bid evaluation

Certified copy of Founding Statement (CK1), if the firm is a close corporation	Yes	
Articles of Agreement (CM1) and shareholding certificates endorsed by an auditor if the firm is a Company.	Yes	
Articles of Association and shareholding certificate, endorsed by an auditor, if the firm is a private Company PTY LTD	Yes	
In the event of the bidder being a public company, a letter from their auditor, certifying their status as a public company and attached thereto, a certified copy of the bidder's Articles of Agreement		
Submission of a certified copy(s) of identity document(s) if natural person(s) or partnership.	Yes	
Copy of joint venture agreement if bidder is a joint venture and or/ consortium	Yes	

4. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

(Tenderder to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the Tender)

Tender document name	Returnable document	
Form of Offer and Acceptance (Bound into Section 1 of 2) (T2.21)	Yes	
Record of Addenda to Tender Documents (T2.12)	Yes	
Particulars of Electrical Contractor (T2.13)	Yes	
Equipment Schedules-Mechanical / Electrical / Security Material (T2.16)	Yes	
Schedule of Imported Materials and Equipment (T2.14)	Yes	
Confirm Receipt of Offer and Acceptance (T2.21a)	Yes	

5. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Tenderder to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the Tender)

Tender document name	Returnable document	
Bill of Quantities (T2.22)	Yes	
Form of Guarantee (C1.3)	Yes	
List of Drawings/Annexure's (C5.1)	Yes	
The National Industrial Participation Programme (T2.25)	Yes	
Required Structure of Contractor's detailed OHSE Plan (T2.31)	Yes	
Client's specific requirements for the Contractor's detailed OHSE Plan (T2.32)	Yes	
Base line Risk Assessment (T2.33)	Yes	

6. DOCUMENTS REQUIRED FOR THE EVALUATION OF MANDATORY

(Tenderder to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the Tender)

Tender document name	Returnable	
Proof of working capital at least 1.5% of the project value in the form of original or copy of bank statement with bank stamp from a registered financial institution not older than 3 months or original/ certified copy of signed letter on a letterhead from registered financial institution indicating willingness to finance the contractor at a value of 1.5% of the contract value not older than 3 months. (T2.36)	Yes	
Final summary of Bills of quantities (T2.22). The Bills of Quantities must be fully priced on the flash drive and submitted with the returnable section of this tender document. Hand-written completion of the Bills of Quantities will only be required at award stage from the successful Tenderer.	Yes	
Scheduled previously completed Civil engineering projects involving drilling of boreholes (2) to the value of 2CE contractor higher is required in the last (5 years) - Letters of award, practical completion or completion certificates and reference letters for the projects completed (T2.38)	Yes	
Proof of two original or certified copy of the original letters of credit references not older than 6 months with a combined minimum of R500 000.00 to be submitted. The letters must be dated, signed, and on the letterhead of the supplier. (T2.37).	Yes	
Letter of intent to provide a construction guarantee to a value of 5% of the project value from registered financial institution. (T2.39)	Yes	
Detailed schedule of resources at all levels	N/A	N/A
Schedule of years of experience on similar projects	N/A	N/A
Schedule of experience on projects of similar value and duration (Past 3 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 3 years	N/A	N/A
Demonstrated ability to work on an accelerated programme	N/A	N/A
Experience in projects that have operational challenges i.e. public interface	N/A	N/A
Submission of a detailed organogram	N/A	N/A
All key project resources have more than (5) years' experience in the construction industry. All key project resources have experience in projects of a similar value and nature	N/A	N/A
Detailed CV. Traceable reference. Certificates of qualified professionals in their full employment to be attached.	N/A	N/A
Detailed CV of each team member (Category) and Traceable references to be detailed	N/A	N/A
All key project resources are dedicated full time for the duration of the project including proof of UIF contributions	N/A	N/A
Tenderer to demonstrate key/resource deployment over the various work package	N/A	N/A
Letter from a registered financial institution confirming intention to issue a provision of a guarantee	N/A	N/A
Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.	N/A	N/A
Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)	N/A	N/A
Material storage, handling and distribution	N/A	N/A
Productivity, programming, resource investment, progress tracking, corrective action plans, etc.	N/A	N/A

Programme and progress reporting, including tracking of long lead procurement items	**N/A**	N/A
OHS Management, compliance and reporting	**N/A**	N/A
Site documentation control, filing and archiving	**N/A**	N/A
Queries and information required approach	**N/A**	N/A
Procurement of outsourced resources e.g. sub-contractors	**N/A**	N/A
	No	N/A
	No	N/A
	No	N/A
	No	N/A
	No	N/A
	No	N/A

T2.2 AUTHORITY TO SIGN TENDER

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative)

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents

T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____

(Legally correct full name and registration number, if applicable, of the Enterprise)

held at *(town)*: _____ on *(date)*: _____

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/Joint Venture with the following Enterprises:

   _____

   _____

   (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

   to the KZN Department of Public Works in respect of the following project:

   ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

   Tender Number: **ZNTU04288W**

2. * Mr. / Mrs. / Ms.: _____ in

   *his/her Capacity as: _____ *(Position in the Enterprise)*

   and who will sign as follows: _____
   be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: _____

   _____

   _____

   _____ (Postal Code)

   Postal Address: _____

   _____

   _____

   _____ (Postal Code)

T2.4 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, of the Enterprises forming a Consortium/Joint Venture)*

_____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

6. _____

_____

7. _____

_____

8. _____

_____

held at: _____ *(place)* on _____ *(date)*

RESOLVED that:

A. The above-mentioned Enterprises submits a Tender in Consortium/Joint Venture to the KZN Department of Public Works in respect of the following project:

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

Tender Number: **ZNTU04288W**

Project Code: **058501**

***BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. ** Delete which is not applicable.*
2. ***NB.*** *This resolution / Power of Attorney must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Tender.*
3. *Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Tender exceed the space available above, additional names and signatures must be supplied on a separate page.*
4. *Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.*

T2.5 JOINT VENTURES INVOLVEMENT DECLARATION

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

DECLARATION RELATING TO A TENDER SUBMITTED BY A JOINT VENTURE :

I/We the undersigned parties do hereby declare that our respective involvement in the Works, of which I/we tender by Joint Venture, would be as follows :-

Party No. 1	
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:	
TenderDERS CIDB REGISTRATION NUMBER:	
Name	
Address	
Percentage involvement	%

Party No. 2	
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:	
TENDERERS CIDB REGISTRATION NUMBER:	
Name	
Address	
Percentage involvement	%

Party No. 3	
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:	
TenderDERS CIDB REGISTRATION NUMBER:	
Name	
Address	
Percentage involvement	%

T2.6 SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below.

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**.

No	Name and address of proposed Subcontractor	Nature and extent of work	Year Completed	Value (R):	Contact Tel No:	Previous experience with Subcontractor
1	CIDB Registration Number:					
2	CIDB Registration Number:					
3	CIDB Registration Number:					
4	CIDB Registration Number:					
5	CIDB Registration Number:					

Name of authorised representative	**Signature**	**Capacity**	**Date**
Name of Enterprise:			

T2.7 CAPACITY OF TENDERER			
Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

1. **WORK CAPACITY:** (The Tenderer is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)

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

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

1.2. **Provide full particulars of the following Assets:** *(Assets owned and to be hired - Indicate owned assets)*

Machinery	Plant	Equipment	Vehicles

1.4. Other offers submitted at time of this tender for which results are pending:
(Any other client's tender must also be included)

Tender No.	Project Name	Client Name & Contact No.	Value Tendered in R's	Date Tender submitted	Contact Detail

2.2. Current Government sector projects: *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

T2.8 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

(a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system.

(b) However, it regularly occurs that a Contractor will at the same time submit tenders for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.

(c) It therefore becomes the prerogative of a Tenderer in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.

(d) A Tenderer who wishes to be considered for this tender Contract award, over and above other tenders that they have submitted, shall submit when requested by the DoPW the necessary proof that:

(i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),

(ii) he/she has additional Human Resources available to successfully complete this project.

(iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this tender. (Please submit to the DoPW the name and contact details of the supplier if the Tenderer is going to hire Equipment, Plant or Machinery, when requested.)

(e) Tenderer to submit their latest 12 months audited financial statements with the returnable documents.

I, the undersigned,

_____

(name of person authorized to sign on behalf of the Tenderer

understand that it is the responsibility of the Tenderer to prove and provide when requested by the DoPW, evidence of the good Financial Standing of the Business to complete the Contract successfully.

Furthermore, it is understood that failure to provide when requested by DoPW, at least the information as stated in paragraphs (d)(i)(ii) AND (iii) above will not enable the Evaluation Team to assess the CURRENT financial standing of the Business and the failure to provide said information when requested will, therefore, invalidate the Tender.

I accept and understand that the KZN Department of Public Works, as representative of the Provincial Administration of KwaZulu-Natal in this tender, may act against me and the Tenderer, jointly and severally, should this declaration and/or any information provided be found to be false.

Duly signed at..... on this the..... day of..... 20..

Full Name of Signatory	Name of Enterprise
Capacity of Signatory	Signature of authorised representative

T2.9 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Project Title:	ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM
Tender Number:	ZNTU04288W
Project Code:	058501

SBD 6.1
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

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

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

80/20 or 90/10

$$Ps=80(1-(Pt-P\,min)/(P\,min)) \quad \text{or} \quad Ps=90(1-(Pt-P\,min)/(P\,min))$$

Where
Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

T2.10 SITE INSPECTION MEETING CERTIFICATE			
Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**
Site Inspection Date:		**N/A**	

This is to certify that I, _____ *(Name of authorised Representative)*

representing _____ *(Name of Enterprise)*

visited the site on: _____ *(Date)*

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

I declare that the representative, named above, is my authorised representative and **not** a third party agent and that my representative's attending of this site meeting, shall be deemed conclusive proof that my Enterprise are fully aware of what was said and discussed at this meeting.

Name of Tenderer	Signature	Date

Name of DOPW Representative	Signature	Date

This form is only to be completed when applicable to the tender and if a Compulsory Briefing meeting has been called.

Departmental Stamp:

T2.11 BIDDER'S DISCLOSURE - SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

---

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

....
Signature Date

....
Position Name of bidder

T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

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	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Attach Additional Pages if more space is required

Tenderer to attach proof of receipt of above listed addenda

Signed		**Date**	
Name		**Position**	
Tenderer			

T2.13 PARTICULARS OF ELECTRICAL CONTRACTOR			
Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

Name of Electrical Contractor: _____

Address: _____

_____

_____

_____

Telephone Number: _____
(Area Code)(Number)

Fax Number: _____
(Area Code)(Number)

Registration number at the Department of Labour:	

Name of authorised representative	**Signature**	**Date**

T2.14 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

This schedule should be completed by the tenderer. *(Attach additional page(s) if more space is required)*

Item	Material / Equipment	Quotation (Excluding VAT)
1		R
2		R
3		R
4		R
5		R
6		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed. (See P&G E16)

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V\left(\frac{Z}{Y} - 1\right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate 14 days prior to closing date of tender submission

Z = exchange rate on the date of the Bill of Lading* of exporters invoice.

** A bill of lading (sometimes abbreviated as B/L or BoL) is a document issued by a carrier which details a shipment of merchandise and gives title of that shipment to a specified party. Bills of lading are one of three important documents used in international trade to help guarantee that exporters receive payment and importers receive merchandise. A straight bill of lading, which is referred to above, is used when payment has been made in advance of shipment and requires a carrier to deliver the merchandise to the appropriate party. It is therefore the date of the paid up invoice when the shipment leaves the exporter's location.*
[http://en.wikipedia.org/wiki/Bill_of_lading]

Name of authorised representative	Signature	Date

T2.15a LATEST 12 MONTH ANNUAL FINANCIAL STATEMENT			
Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

ATTACH A CERTIFIED COPY OF THE ANNUAL FINANCIAL STATEMENT OF THE COMPANY FOR THE PAST FINANCIAL YEAR TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of the annual financial statements of the past financial year in respect of each party to the Joint Venture must be attached to this page

ATTACH COMPANY LATEST 12 MONTHS ANNUAL FINANCIAL STATEMENTS TO THIS PAGE

T2.16 EQUIPMENT SCHEDULES

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

The Tenderer shall complete the following schedules giving details of the various items of materials or equipment that he includes in his offer.

TECHNICAL DATA: STANDBY GENERATOR

Manufacturer:	
Model number:	
Serial number:	
Voltage	
KVA	
Frequency	
RPM	
Cylinder/stroke	
Fuel capacity and consumption	
Sound pressure level	
Condenser air flow rate	
Attenuation type	
Battery Type	
AMF Change Over Panel Type	
Starter Motor Type and Voltage	
Standard Compliance	

Project Code: **058501**

EQUIPMENT SCHEDULES

TECHNICAL DATA: **WALK THROUGH DETECTOR**

Manufacturer	
Model	
Timer mode	
No of sequential settings per time switch	
No of N/O and N/C contacts per setting	
Adjustable time lapse between settings	
Operating voltage	
Operating current	
Agent	
Telephone number	
Brochure enclosed	Yes/No

TECHNICAL DATA: **TURNSTILE**

Manufacturer	
Size	
Range	
Voltage	
Battery Back Up Time	
Finish	
Agent	
Telephone number	
Brochure enclosed	Yes/No

Project Code: **058501**

EQUIPMENT SCHEDULES

TECHNICAL DATA: **AIR-CONDITIONING AND VENTILATION INSTALLATION**

Area:		
Manufacturer:		
Model number:	WCPU	
	Cooling Tower	
Serial number:	WCPU	
	Cooling Tower	
Voltage		V
Starting amps		A
Running amps		A
System supply gauge pressure		kPA
System return gauge pressure		kPA
Condenser water inlet temperature		°C
Condenser water outlet temperature		°C
Condenser water flow rate		l/s
Blower unit air inlet temperature		°C
Blower unit air outlet temperature		°C
Blower unit air flow rate		m^3/s
Conditioned room air temperature after 1 hour, Design		°C
Conditioned room air temperature after 1 hour, Actual		°C

T2.17 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

In terms of Regulation 5(1)(h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client 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, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Tender.

DECLARATION

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications attached to this document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
3. I hereby confirm that adequate provisions has been made in my Tender to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
4. I hereby undertake that if my Tender is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 7(1)(a) of the Construction Regulations of February 2014, which shall be subject for approval by the Client.
5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
   a) Client's Construction Safety, Health and Environmental Specification.
   b) Approved Construction Safety, Health and Environmental Plan.
   c) Occupational Health and Safety Act, Act 85 of 1993.
   d) Construction Regulations of February 2014.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014, and accept that my Tender will be rejected.

Duly signed at..... on this the..... day of..... 20.....

Full Name of Signatory	Name of Enterprise
Capacity of Signatory	Signature of authorised representative of Tenderer

T2.18 Compulsory Enterprise Questionnaire

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

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

Section 1: Name of enterprise:	
Section 2: VAT registration number, if any:	
Section 3: CIDB registration number, if any:	
Section 4: CSD Number:	

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

** Complete only if sole proprietor or partnership and attach separate page if more than 6 partners*

Section 6: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	

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

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

i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;

ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		**Date**	
Name			
Position			
Enterprise name			

T2.19 TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

TAX CLEARANCE REQUIREMENTS

It is a condition of Tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tenderer's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance.

1. In order to meet this requirement Tenderders are required to apply via e-filing at any SARS branch office nationally. The Tax Complance Status (TCS) requirements are also applicable to foreign Tenderders / individuals who wish to submit tenders.
2. SARS will then furnish the tenderer with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
3. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
4. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
5. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

IMPORTANT NOTICE

1. The South African Revinue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.
2. From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.
3. The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to varify taxpayers compliance status online via SARS e-filing.
4. Tenderers are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) PIN number and Tax Reference number in the space hereunder:

Tax Compliance Status(TCS) PIN Number	
Company / Tendering Entity Tax Reference Number	

Name of Tenderer: .....

Signature of tenderer: .....

Date: .....

T2.20 CERTIFIED PROOF OF GOOD STANDING WITH THE COMPENSATION COMMISSIONER

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

ATTACH A CERTIFIED COPY OF PROOF, THAT THE TENDERER IS IN GOOD STANDING WITH THE COMPENSATION COMMISSIONER, TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

T2.21 - FORM OF OFFER AND ACCEPTANCE

Tender no: ZNTU04288W

OFFER

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

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

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:

Amount (in words):	
Amount in figures:	**R**

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)				
Name (s)				
Capacity				
For the tenderer				
	(Name and address of tenderer)			
Name and signature of witness			**Date**	

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1	Agreement 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.

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
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
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.

1.1.1.	**Subject:**
Details:	

1.1.2.	**Subject:**
Details:	

1.1.3.	**Subject:**
Details:	

1.1.4.	**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.

T2.21a CONFIRMATION OF RECEIPT

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

Tender no.:	**ZNTU04288W**	**Project Code:**	**058501**

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

the _____ (day)

of _____ (month)

_____ (year)

at _____ (Place)

For the Contractor:

_____
Signature

_____
Name

_____
Capacity

Signature and name of witness:

_____
Signature

_____
Name

T2.22 - FINAL BILL OF QUANTITY SUMMARY

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

ATTACH SUMMARY PAGE OF THE BILL OF QUANTITIES

T2.22 - FINAL BILL OF QUANTITY SUMMARY

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

CONCRETE, FORMWORK AND REINFORCEMENT		
DRILLING		
PUMP TESTING		
WATER TREATMENT PLANT		
PUMP INSTALLATION		
WATER PURIFICATION		
SUB TOTAL		

T2.23 - PROOF OF PAID MUNICIPAL RATES & TAXES

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

ATTACH PROOF OF PAID MUNICIPAL RATES & TAXES TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint Venture should be attached to this form.

T2.24 - CERTIFIED PROOF OF VALID UIF REGISTRATION

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

ATTACH A CERTIFIED COPY OF PROOF, THAT THE TENDERER IS IN GOOD STANDING WITH THE **UIF** TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the **UIF** in respect of each party to the Joint Venture must be attached to this page

The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process.

T2.25 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

This document must be signed and submitted together with your tender

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1,1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1,2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1,3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1,4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2,1 In order to ensure effective implementation of the programme, successful tenderers (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2,2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 Tender SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TenderDERS AND SUCCESSFUL TenderDERS (CONTRACTORS)

3,1 Tenderders are required to sign and submit this Standard Tenderding Document (SBD 5) together with the Tender on the closing date and time.

T2.26 - CERTIFIED PROOF OF REGISTRATION ON CENTRAL SUPPLIERS DATABASE

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Bid no:	**ZNTU04288W**	**Project Code:**	**058501**

ATTACH A CERTIFIED COPY OF PROOF, THAT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIERS DATABASE TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of registration on the Central Suppliers Data Base in respect of each party to the Joint Venture must be attached to this page

T2.27 - CERTIFIED PROOF OF CIDB REGISTRATION NUMBER

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

ATTACH A CERTIFIED COPY OF PROOF, THAT THE TENDERER IS REGISTERED WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of registration with the CIDB in respect of each party to the Joint Venture must be attached to this page

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 :

T2.28 - PROOF OF PAYMENT OF TENDER DEPOSIT

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no.	**ZNTU04288W**	**Project Code:**	**058501**

ATTACH A COPY OF PROOF OF PAYMENT WHERE AVAILABLE OF THE TENDER DEPOSIT BY THE TENDERER, TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture a certified copy of proof of payment where available of the tender deposit is only necessary in respect of any one party to the Joint Venture and must be attached to this page

T2.29 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1

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

PART 1 (TO BE FILLED IN BY THE TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached tendering documents to Head: Public Works (Department of Public Works: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in tender number ZNTU04288W at the price/s quoted.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Tendering documents, viz
   - Invitation to tender;
   - Tax Compliance Status (TCS) **PIN**;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for SPECIFIC GOAL/S, for this tender in terms of the Preferential Procurement Regulations 2022;
   - Bidder's Disclosure;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract for construction works Edition 2 - GCC2010; and
3. (iii) Other (specify)
4. I confirm that I have satisfied myself as to the correctness and validity of my Tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the Tenderding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any Tenderder or any other person regarding this or any other Tender.

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

NAME (PRINT): _____

CAPACITY: _____

SIGNATURE: _____

NAME OF FIRM: _____

DATE: _____

Witnesses:

1. _____

2. _____

Date:

T2.30 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 2

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I _____ in my capacity as

_____

accepts your tender under reference ZNTU04288W dated _____for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT _____ON_____
[Place] *[Date]*

NAME (PRINT): _____

SIGNATURE: _____

Witnesses:

1. _____

2. _____

Date: _____

OFFICIAL STAMP:

T2.31 - OHSE PLAN STRUCTURE

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

A detailed OHSE Plan is to be submitted by the successful tenderer as per Construction Regulation 7(1)(a). The following are the minimum standard legal documentation that must form part of the OHSE Plan based on the risks attached in executing this project titled;

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

T2.32 - OHSE CLIENT SPECIFIC REQUIREMENTS	
Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**
Tender no:	**ZNTU04288W**
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REFERENCE NR	058501
REV	00
DATE	15 April 2026

KWAZULU-NATAL PROVINCE

PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

Occupational Health and Safety Specification

(OHSE SPEC)

Baseline Risk Assessment

OHS BOQ

PROJECT NAME:	NDLANGUBO CLINIC
PROJECT ADDRESS:	KHABINGWE EMPANGENI
WIMS NR:	058501
CLIENT:	DEPARTMENT OF HEALTH
PREPARED BY:	NI NYAWO

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1.	Abbreviations
AIA	Approved Inspection Authority
ALARP	As low As Reasonably Practicable
BRA	Baseline Risk Assessment
BOQ	Bill of Quantities
COIDA	Compensation for Occupational Injuries and Diseases Act.
CHSR	Client Health and Safety Representative
CR	Construction Regulations
DEL	Department of Employment and Labour
FPP	Fall Protection Plan
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Substances Regulations
HIRA	Hazard Identification and Risk Assessment
H&S	Health and Safety
MSDS	Material Safety Data Sheet
OH	Occupational Health
OHSA	Occupational Health and Safety Act, Act 85 of 1993
PC	Principal Contractor
PPE	Personal Protective Equipment
RAMS	Risk Assessment and Method Statement
SABS	South African Bureau of Standards
SACPCMP	South African Council for Project and Construction Management Professions.
SANS	South African National Standards
SSHSS	Site Specific Health and Safety Specification
SSHSP	Site Specific Health and Safety Plan
SWP	Safe Work Procedure

2. Definitions

"Act" Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 85 of 1993.

"Audit" Means a systematic examination of documents, equipment, physical on-site conditions etc. to evaluate the levels of compliance with clients OHS requirements, applicable legislative requirements, and the achievement of a safe working environment for Employees, as well as not posing a risk to other persons and the environment.

"Baseline Risk Assessment" (BRA)" A wide encompassing risk assessment performed by the client of anticipated construction activities to execute the anticipated scope of work pertaining to the project.

"CR" refers to the Construction Regulations 2014.

"Client" in terms of this document means Department of Public Works, Kwazulu-Natal.

"CHSR" Means Client Health and Safety Representative, an in-house employee appointed by the Client to oversee the Health and Safety Management of a project.

"Competent person" means a person who-

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

"Construction Health and Safety Officer" Means a person deemed competent by SACPCMP under the relevant category of registration appointed by the Principal Contractor to oversee the Safety, Health and Environmental Management on-site.

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

"Construction Plant" Encompasses all types of plant including but not limiting to, cranes, piling equipment, boring machines, excavators, dewatering equipment, and road vehicles with or without lifting equipment.

"Construction Site" means a workplace where construction work is being performed.

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

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

"Construction work" means any work in connection with –

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

a) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal,

road, railway, runway, sewer, or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.

"Contractor" means an employer who performs construction work.

"Designer" Means a competent person as defined by the Construction Regulations of 2014 appointed by the Client or the Principal Contractor as Agent to design and/or supervise and/or monitor construction work on their behalf.

"Fall Protection Plan" (FPP) means a documented plan, which includes:

a) Identification of hazards and risks pertaining to the risk of falling taking the nature of the work and its environment in consideration;

b) The procedures and methods to be applied to eliminate the risk or to reduce it to a level which is as low as reasonably practicable; and

c) A rescue plan and procedures.

"Fall Prevention Equipment" Means equipment used to prevent persons, tools, equipment, machinery materials etc from falling from a "fall risk" position, including personal protective equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, signage anchorages or similar equipment.

"Fall Risk" means any potential exposure to falling either from, off, over or into.

"Hazard" Means a source, situation, feature, activity, or anything else which has got the potential to cause harm, injury, death, environmental damage, business interruption etc.

"Hazard Identification and Risk Assessment (HIRA)" Means a document, which identifies hazards, assesses the risks and identifies the control measures, which are to be used to mitigate or reduce to a level which is as low as reasonably practicable the occurrence of hazards and risks during construction, use, operation and eventual demolition phases of a project.

"Hazardous Chemical Substance (HCS)" Means any toxic, harmful, corrosive, irritant or asphyxiating substance, or a mixture of substances, for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health and the environment.

Induction Training Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

"Issue based Risk Assessment" Means a Risk Assessment based upon a specific issue/activity/item which could be instituted in response to the high priority risks identified in the Baseline Risk Assessment, Programme Risk Assessment or even after a near miss or actual loss event.

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

"Method Statement (MS)" also known as a Safe Work Method Statement (SWMS), or Safe Work Procedure (SWP) is a document developed because of the outcome of a risk assessment by the contractor, which contains details of how each task should be performed safely.

"Principal Contractor (PC)" means an employer appointed by the client to perform construction work, but may also include the responsibility of designing or overseeing the design process.

"RAMS" Means Risk Assessments and Method Statement.

"Risk" Means the probability or likelihood that the possible harm, injury, death etc potential of a hazard could be realized with a consequence attached.

"SHE" Means Safety, Health and Environmental.

"Site" Means the area handed over to the Principal Contractor for the purposes of construction work. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Principal Contractor and approved for such use by the Designer and/or the Client.

"Site Specific Health and Safety File (SSHSF)" Means a file specifically pertaining to a site containing all health and safety documentation relating to the project as per the requirements of the Construction Regulations of 2014 and/or the SSHSS.

"Site Specific Health and Safety Plan (SSHSP)" means a detailed site, activity, or project specific documented plan in accordance with the client's OHSE specification indicating how health and safety will be managed during the project.

"Site Specific Health and Safety Specification (SSHSS)" means a site, project specific document prepared by the client pertaining to all health and safety requirements related to construction work.

3. KEY REFERENCES

- Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
- The Compensation for Occupational Injuries and Diseases Amendment Act 10 of 2022
- Construction Regulations, 2014
- Driven Machinery Regulations, 2015
- Ergonomic Regulations, 2019
- Electrical Installation Regulations, 2009
- Electrical Machinery Regulations, 2011
- Environmental Regulations for Workplaces, 1987
- Explosives Regulations, 2024
- Facilities Regulations, 2004
- General Administration Regulations, 2003
- General Machinery Regulations, 1988
- General Safety Regulations, 1986
- Hazardous Biological Agents 2022
- Regulations for Hazardous Chemical Agents, 2021
- Borehole Sites and Operations Regulations 1995
- Local Municipal By-Laws
- SANS standards

4. INTRODUCTION AND PURPOSE

Purpose and Importance of SSHSS

- **Objective**: The SSHSS outlines health and safety requirements specific to the construction site. It ensures that the Principal Contractor (PC) adheres to safety standards and legal obligations, providing a safer working environment.
- **Review and Update**: The SSHSS is dynamic and will be periodically reviewed and updated to reflect changes in:
    - Legislation
    - Client requirements
    - Best practices
    - Lessons learned from past incidents
    - Unforeseen issues

Roles and Responsibilities

- **Client**: Defined as the KwaZulu-Natal Department of Public Works, the Client is responsible for preparing the SSHSS based on a Baseline Risk Assessment (BRA) that includes identifying potential hazards and risks from the Scope of Work. The Client must also ensure that the Principal Contractor allocates sufficient funds and resources for health and safety measures.
- **Principal Contractor (PC)**: The PC must develop a Site-Specific Health and Safety Plan (SSHSP) based on the SSHSS. This plan should include a detailed Bills of Quantities (BOQ) for health and safety costs, which will be assessed to ensure adequate provisions are made.

Compliance and Implementation

- **Legal Compliance**: The SSHSS ensures adherence to the Occupational Health and Safety Act, Act 85 of 1993, and the Construction Regulations of 2014, among other relevant legislative requirements.
- **Health and Safety Culture**: The SSHSS promotes a positive health and safety culture by setting clear guidelines for hazard identification, risk management, and compliance.
- **Protection of All Persons**: The SSHSS also addresses the protection of persons other than those employed by the PC, as required by Section 9 of the OHS Act.

Summary

The SSHSS is a comprehensive document that integrates safety requirements into the construction project, guiding the PC in creating a detailed safety plan and ensuring that both legislative and practical health and safety needs are met. It emphasizes the importance of ongoing updates and adherence to safety standards, aiming to minimize risks to a level as low as reasonably practicable (ALARP).

This document also specifies certain recommendations that should be followed to prioritize the health and safety of all individuals who may be potentially at risk, as well as to minimize potential risks to the environment. These recommendations should be given the same priority as other project facets such as Time, Cost, and Quality. <u>It must be noted that this SSHSS as much as it is detailed it is not exhaustive and the onus is on the PC to ensure that he complies with Section 8 of the OHS Act, Act 85 of 1993 which reads as follows</u>:

Sec 8(2)(d) "Establishing as far as reasonably practicable what hazards to the Health and Safety of persons are attached to any work which is performed, and he shall as far as is reasonably practicable, further establish what precautionary measures should be taken with respect to such work in order to protect the health and safety of persons, he shall provide the necessary means to apply such precautionary measures..", this means that Principal Contractors as an employer in his/her own right must at all times ensure continuous Hazard Identification and Risk Analysis (HIRA) and the implementation of appropriate risk reduction and/or elimination measures so as to strive towards the implementation and continued provision and maintenance of a healthy and safe working environment. The SSHSS is a performance specification aimed at ensuring that the Client and any persons it enters into an agreement with achieves an acceptable level of SHE performance.

5. SCOPE OF APPLICATION

This SHE Specification is exclusively applicable to the following project:

DEPARTMENT OF HEALTH: NDLANGUBO CLINIC
BOREHOLE INSTALLATIONS

5.1 SITE LOCATION

Province	-	KwaZulu Natal
District Municipality	-	Zululand
Local Municipality	-	Mhlathuze
Latitude :	-	
Longitude :	-	
Street address (or directions)	-	Khabingwe, Empangeni

5.2 SCOPE OF APPLICATION

BOREHOLE INSTALLATIONS:

- Site identification and establishment
- Geotechnical survey
- Transportation of equipment and materials to and from site
- Manual handling of materials
- Pre-start check of equipment and tools
- Drilling of borehole
- Pump installation
- Installation of galvanised base tank stand and base tank
- Pipework connection to the existing steel tank
- Precast concrete manhole water testing
- Water purification system installation
- Pressure pump and storage house installation
- Survey and setting out
- Earth and layer works
- Lifting and lowering operation
- Moving rotary care to drilling position
- Electrical works

6. REQUIREMENTS PERTAINING TO SITE SPECIFIC HEALTH AND SAFETY PLAN SUBMISSION

The Principal Contractor (PC) shall prepare a documented Site-Specific Health and Safety Plan (SSHSP) in accordance with CR 7(1)(a). This plan must be based on the information and requirements outlined in this specification, applicable legislative requirements, and must demonstrate how health and safety requirements will be implemented throughout the construction process. It should cover all activities on the project site, from mobilization and set-up through to close-out. The SSHSP must include all documentation required by The Act, Regulations, and this specification for evaluation and approval purposes.

The PC must refer to Annexure B of the SSHSS to familiarize themselves with the requirements concerning the contents of the SSHSP to be submitted to the Chief Health and Safety Representative (CHSR) for approval. Failure to comply with the requirements of Annexure B may result in unnecessary delays in the SSHSP approval process. The PC must retain the original SSHSP and submit a copy for evaluation and approval, which will be kept by the CHSR for filing and reference purposes.

Upon approval of the Principal Contractor's (PC) SSHSP, the Chief Health and Safety Representative (CHSR) will issue the final letter of SSHSP approval as required by CR 7(1)(a) and confirm the PC's appointment as required by CR 5(1)(k). The PC must file this letter in their Site-Specific Health and Safety File (SSHSF). Please note that construction work may not commence until the official letter issued by the CHSR is received. The PC is responsible for ensuring that adequate information and supporting documentation are submitted with their completed SSHSP.

The approved SSHSP, included in the SSHSF, as well as the SSHSS, must always be kept on site and include all documentation required by The Act and this specification. It is important to note that all subcontractors must prepare their own SSHSPs and files. These health and safety files must be approved in writing by the PC's Construction Health and Safety Officer (CHSO) as required by CR 7(1)(c)(x), and a copy must be filed in both the subcontractor's and the PC's Health and Safety Files. The subcontractor must also be appointed as per CR 7(1)(c)(v). The subcontractor's Health and Safety Files will be subject to evaluation by the CHSR during an audit, in addition to evaluation by the CHSO.

It is of the utmost importance that the PC takes note of the following when submitting his SSHSP for approval **in addition the requirements of Annexure B**:

- Completion and submission of Annexure A "Health and Safety Declaration" to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Occupational Health and Safety Act and its Regulations.
- A valid Letter of Good Standing.
- Two detailed Risk Assessments and Method Statements (RAMS) of two priority hazards as identified by the Risk Profile of anticipated construction activities for review by the CHSR, with evidence of the CHSO input to enable the CHSR to evaluate the Risk Assessors competency in terms of being able to conduct sufficient Risks Assessments and subsequent Method Statements.
- Valid Proof of Competencies, including CVs of Key Appointments.

7. PRINCIPAL CONTRACTORS RISK ASSESSMENTS

The Principal Contractor must follow a formal risk-based approach to ensure hazard control measures are implemented to an acceptable reasonable practical level. The Principal Contractor and his employees shall be responsible to ensure all hazards pertaining to his scope of activity are proactively identified, the risks assessed and appropriately eliminated or minimized and managed on an ongoing basis. Risk assessments shall also identify possible and potential environmental, health and hygiene issues pertaining to each hazard with potential exposures and limits.

A detailed hazard identification and risk assessment processes must be followed for all work to be performed as well as for all associated equipment and facilities. The contractor must ensure that effective procedures and assessment systems are in place to control hazards and to mitigate risks to levels that are ALARP.

The risk assessment processes must be applied to:

- Routine and non-routine activities.
- Planned or unplanned changes.
- All employees, sub-contractors, suppliers, and visitors; and
- All infrastructure, equipment, and materials.

Ergonomic-related risks are to be analysed, evaluated and addressed as part of the process.

The risk assessment processes and methodologies must be appropriate for the nature and scale of the risks and must be implemented by competent persons.

The process of analysing and managing risk must include the following:

- Establishing the context of the risk assessment.
- Identifying hazards and determining possible risk scenarios (unwanted events).
- Evaluating risks and assigning ratings (classification).
- Recording the risk analysis in a risk register.
- Managing risks according to their classification (prioritising for action).
- Identifying and implementing control measures through the application of the Hierarchy of Risk Controls to ensure that risks are managed to levels that is as low as is reasonably practicable (ALARP).
- Developing action plans for reducing risk levels (where possible).
- Verifying the completion of actions.
- Re-evaluating the risks and classifications as appropriate; and
- Reviewing and updating the risk register.

The Pc must refer to the BRA and summary of hazards and risks identified by designers when conducting his risk assessments.

Once the SSHSP of the PC has been approved where two detailed Issue Based Risk Assessments and Method Statements (SWP's) of two priority hazards as identified by the BRA Risk Profile has been approved, such approval will only be granted in terms of approved RAMS up to and including site establishment.

During the site establishment period the PC will be required to submit his construction program. Health and safety management matters must be included in the program which will form the basis for the CHSR calling for RAMS for approval purposes. RAMS for future work must be supplied via e-mail to the CHSR at least 72 hours before the anticipated activity commencement date, unless otherwise agreed, followed by a WhatsApp informing the CHSR of such e-mail.

Work may not commence pertaining to RAMS submitted for approval until such RAMS have been approved. Should the CHSO continuously submit RAMS late, it will be for the PC's account. Should the PC's CHSO persistently submit poor quality RAMS, the situation will be brought to the Project Leaders attention for intervention and engagement with the PC.

The PC must ensure that the CHSO is included in production, planning, sessions/meetings to ensure that the appropriate RAMS as required are available and completed timeously. Under no circumstances may a CHSO perform a risk assessment in isolation. The active participation of all relevant role-players is mandatory.

A Risk Assessment must be followed by a Method Statement (SWMS/SWP) which describes in detail how the job or task is to be performed in a logical, sequential manner. RAMS must be a "Team" effort, Site Management Representatives, Supervisory Personnel, Technical Experts, and workers must be part of the RAMS process.

RAMS must be reviewed as a minimum on an annual basis, when changes are made to work methods statements and following an incident.

Risk Assessment

i) Hazard Identification and Risk Assessment (Construction Regulation 9)

The Principal Contractor shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, conduct a risk assessment by a competent person, appointed in writing and the risk assessment so produced shall form part of the OH&S Plan and be implemented and maintained as contemplated in Construction Regulation 9(1). Competence is a factor of training, knowledge, experience and/or appropriate qualifications.

The risk assessment shall include, as far as is reasonably practicable, at least:

- The task or task step
- the identification of the risks and hazards to which persons may be exposed during the task or task step.
- The analysis and evaluation of the risks and hazards identified, inclusive of a residual risk rating methodology. The method to be used is not prescribed.
- a documented plan of safe work procedures, to mitigate, reduce or control those residual risks that have been identified as unacceptably high, by means of the rating system.
- a monitoring plans.
- a review plan, inclusive of dates to be adhered to; and
- Ergonomic related risks are to be analyzed, evaluated, and addressed as part of the process.

Based on the risk assessments, The Principal Contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessments, together with the site-specific OH&S rules shall be submitted to the Employer before construction on site commences. SANRAL has conducted a Baseline Risk Assessment, which must be used by The Principal Contractor to develop task specific risk assessments before work commences. This does not mean that all possible Risk Assessments must be attended to before work commences, but that all relevant Risk Assessments receive the necessary attention as the contract progresses, and this is the responsibility of The Principal Contractor.

All variations to the scope of work shall similarly be subjected to a risk assessment process.

ii) Risk Assessment Monitoring

The Principal Contractor shall ensure that a monitoring plan for all risk assessments are in place. Risk assessments must be monitored to ensure effectiveness and employee understanding. The monitoring of risk assessments shall be formal, and records thereof shall be available for audit purposes.

iii) Review of Risk Assessment

The Principal Contractor shall review the hazard identification, risk assessments and standard safe working procedures prior to any work activity commencement and at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The Principal Contractor shall provide the Employer, Sub-contractors, and all other concerned parties with copies of any changes, alterations or amendments as contemplated above.

Activities carried out without conducting a risk assessment or found to be non-compliant with the risk assessment, will be stopped until such time a risk assessment is compiled, and work is carried out according to the risk assessment.

Risk assessments must be fully communicated to all relevant personnel and must be considered when establishing training, awareness, and competency requirements.

Baseline Risk Assessment

The KZN Department of Public Works (DOPW) has prepared a Baseline Risk Assessment (BRA) from which the Health and Safety Specifications for this project were developed. The BRA highlights all the work for which the Principal Contractor must prepare safe work procedures and/or work method statements. It should be noted that the BRA is not exhaustive, and the Principal Contractor is required to identify additional risks and implement control measures. These must be addressed by the Principal Contractor when preparing the Task-Based Risk Assessments. During the briefing, the Client will inform tenderers about the hazards and risks associated with the anticipated construction work.

The Baseline Risk Assessment for this project can be found in the annexure to this document.

c) Continuous Risk Assessment

The Principal Contractor shall continuously assess the risks associated with the activities being carried out. Risk assessments must be documented in writing, be site-specific, and be reviewed regularly to ensure they remain current and address all relevant hazards and risks associated with the specific activity at the site.

The risk assessment must be discussed with the entire work crew before the activity begins. The work crew must provide written acknowledgment that they have discussed the risk assessment and understand its contents. This acknowledgment must be maintained on site and be available to the Client or its Agent for audit purposes.

8. Notification of Construction Work

The successful tenderer must at least within 07 working days before commencing with construction work notify the Provincial Director in writing using Annexure "2". A copy of the notification once stamped by a DoL Official must be submitted to the client prior to commencing with construction work and must always be kept on file.

9.	ANNEXURE B: Baseline Health and Safety Risk assessment

Please note that this is a Baseline Risk Assessment, Contractor to perform detailed Issue Based and Continuous Risk Assessments in the sequence of the activities anticipated of being performed

PROJECT DETAILS	DEPARTMENT OF HEALTH: NDLANGUBO CLINIC BOREHOLE INSTALLATIONS						
REF	058501	RISK ASSESSOR	NI NYAWO	REVISION	00	DATE	15 APRIL 2026

Likelihood		Consequence		RISK = LIKELYHOOD X CONSEQUENCE	RISK RANKING Score	RANKING
Rare	1	Negligible	1		0-5	1
Unlikely	2	Minor	2		6-10	2
Possible	3	Moderate	3		11-16	3
Likely	4	Major	4		17-20	4
Almost certain	5	Severe	5		21-25	5

Ref Nr	Activity	Potential Hazard	Potential Risk	S	H	E	Pure Risk	Mitigation Measures	Residual Risk	Risk Ranking
1.	**Visual/ physical site assessment and establishment**	• Incompetent personnel appointed.	• Project interruption • Legal liability claims • Financial loss	x			3x4=12	• Competencies to be verified. • Occupational medical certificates to be in place prior to commencement of work. • Ensure all responsible personnel on site submit CV's. • Legal appointment letters to be singed prior to commencement of work.	1x2=2	1
		• Workers exposed to unknown/ unidentified hazards.	• Serious injuries or fatalities due to unidentified hazards.	x			4x5=20	• Appointed Risk Assessor to be in a possession of a Hazard Identification and	2x3=6	2

								Risk Assessment (HIRA) certificate. • Baseline and Task Specific Risk Assessment to be conducted prior to commencement of work. • Workers to be trained in the content of the risk assessments. • Attendance registers to be in place. • Site specific induction training to be conducted on all personnel prior to commencing work.		
		• Project mobilization of plant and equipment: • Unsafe/ poor offloading practices.	• Load falling on workers, causing injuries or fatalities	x			3x5=15	• Load test certificate to be available. • Lifting equipment to be load tested. • Lifting equipment to be placed on register and inspected monthly and prior to use. • Workers to stand clear of lifting operations and no workers allowed underneath suspended load.	1x2=2	1
		• Poor/Inadequate housekeeping	• Injuries	x			3x2=6	• Stacking and storage supervisor	1x2=2	1

								to be appointed in writing. • Monthly inspections to be conducted on stacking and storing on site. • High standards of housekeeping to be maintained.		
		• Clearing and grubbing: Poor visibility.	• Injuries	x			3x4=12	• Pre-start inspections to be conducted. • Windscreen to be kept clean. • Occupational medical examination to be conducted to ensure operator has good eyesight.	1x2=2	1
		• Collision	• Property damage • Injuries or fatalities	x	x		3x5=15	• Workers to stand clear from moving machinery when clearing and grubbing takes place. • Operator to adhered to speed limit. • Occupational medical certificate to be available. • Proper supervision.	1x2=2	1
		• Excessive dust	• Occupational sickness, such as		x		3x3=9	• Water truck to spray water in	1x2=2	1

			breathing difficulties					working areas to supress dust.		
2.	**Mobilization to site**	• Equipment collision • Slip, trip and fall • Offloading plant/ material • Material falling (struck by or contact with plant) • Untrained workers • Transportation of workers exposure to dust, excessive noise, and extreme weather conditions.	• Injuries or fatalities • Dust will result to breathing difficulties. • Noise will result to hearing loss. • Heat stress or stroke.	x	x		4x5=20	• All workers must undergo a site-specific safety induction covering hazards, emergency procedures, and site rules. • Ensure appropriate PPE, such as hard hat, standard overall, safety shoes, high visibility vest, dust masks, goggles etc are provided. • Ensure workers are trained and competent for specific tasks, such as operating machinery etc. • Establish a secured fenced-off site perimeter to prevent unauthorised entry. • Hold daily meetings to discuss the day's tasks, hazards, risks, and control measures to be applied to mitigate the risks.	2x3=6	2

								• Ensure materials are stored securely to prevent falling objects or tripping hazards. • Ensure workers are physical fit for the tasks, particularly for high risk, strenuous, or hot environment work. • Use barriers to separate workers from traffic, and mechanical aids to lift heavy loads. • A detailed risk assessment should be conducted before any mobilization activity begins. • Display signages near the access areas. • Ensure dust mitigation measures are taken such as wetting soil. •		
3.	**Driving/ operating construction vehicles and mobile plant**	• Inspecting mobile machinery: Not conducting inspection properly.	• Missing deviations leading to injuries.	x			4x3=12	• Prestart checklist to be conducted. • Authorised operators are competent and medical fit.	1x2=2	1

								• Training and Supervision		
		• Climb into vehicle/ Machinery: Slip, trip and fall	• Body injury	x			2x2=4	• Ensure operators are authorised, competent and medically fit. • Daily Safety Task Identification (DSTI) to be conducted prior to commencement of each task.	1x2=2	1
		• Incompetent person operating Operating unsafe machine/ deviations on machine.	• Injury or fatalities • Hitting other road users or surrounding properties and services.	x			3x5=15	• Only authorised, competent and medically fit drivers/ operators to be permitted to operate/ drive mobile plan/ vehicle. • Prestart checklist • Dust suppression • Vehicle and plant conforming to safety standards/ legislation • supervision	1x2=2	`1
		• Operating unsafe machine/ deviations on machine	• Material/ equipment falling off.	x			4x3=12	• Traffic below construction activities	1x2=2	1
		• Excessive dust	• Occupational lung disease		x		2x4=8	• Personal Protective Equipment (PPE) such as dust mask or breathing apparatus to be worn.	1x2=2	1

4.	**Setup and Drilling of borehole**	• Equipment and tools not in place.	• Delays	x			3x3=9	• Tools and equipment checklist. • Good communication plan at field. • Inventory inspection.	1x2=2	1
		• Heavy machinery • Exposure to dust. • Exposure to noise. • Slips, trips and falls. • Machinery encountering underground services. • Sloping/ steep ground, rig overturning, topping, sliding. • Vibration • High pressure systems	• Injury to personnel and property damage. • Dust will result to breathing difficulties. • Noise will result to hearing loss. • Electrocution.	x	x	x	4x4=16	• Only competent person to conduct drilling activities. • Prescribed training to be conducted prior to activity commencement. • Appropriate PPE to be used. • Pre-check borehole locations, report concerns re-gradient. • Service plans to be provided by the client where available. • Ensure safe gradient. • Danger zones around rings and conveyors must be clearly demarcated. • Emergency preparedness including First Aid, Fire Extinguishers	2x1=2	1

								and Spill containment.		
		• Ground instability	• Borehole collapse	x			4x5=20	• Site investigations (Geotechnical) • Proper equipment maintenance. • Pre-task safety briefings to be conducted.	2x3=6	2
		• Oil spillage	• Ground water contamination.			x	4x5=20	• Ensure all plant used on site do not leak oil • Place drip trays under mobile plant when not in use. • Clean oil and diesel spills immediately when observed • Always ensure spill kit available on site. • Proper monitoring, ventilation.	2x3=6	2
		• Flowline plugging	• Operational delays. • Lost circulation/ Mud losses on surface. • Spills.	x			4x3=12	• Cellar jet contingency plan. • Flowline jet. • Flowline inclination design. • Mud properties.	2x1=2	1
		• Tight hole stuck pipe	• Tool damage. • Delays • Side track.	x			3x3=9	• BHA design • Shallow phase design. • Proper hydraulic.	2x1=2	1
		• Tight hole issue with wireline logging tools.	• Operational delays. • Wireline stuck.	x			3x3=9	• BHA design. • Hole cleaning program. • Wiper	2x1=2	1

			• Unable to log.							
		• Bit balling	• Delays • Low ROP • Additional trips.	x			3x2=6	• Mud design. • Drilling parameters control.	1x1=1	1
		• Lost circulation	• More water requirements. • Mud spills.	x			4x3=12	• LCM availability. • Hole clean practices. • Mud design.	2x1=2	1
		• Moving parts (Rotating equipment/ machinery)	• Pinch points. • Struck-by/ caught in between hazards from rigs, cranes and pipes. • Entanglement, amputation and crushing. • Manual handling injuries	x			4x5=20	• Fixed guarding, interlock systems, and lockout/tagout (LOTO) procedures. • Training and supervision. • Prescribed PPE. • Regular inspections to ensure guards and safety devices work correctly.	2x3=6	2
	Gravel packing	• Slip, trip and fall: • Manual handling	• Major injuries, sprain or stain injuries. • Back injuries	x			4x3=16	• Toolbox talk/ pre task meetings on hazard recognition. • Appropriate PPE to be used. • Supervision • Manual handling to be avoided if possible. • Workload to be shared if possible	2x1=2	1
5.	**Manual Handling of General Items (Drill rags, casing)**	• Heavy load or awkward operative • Fall of material being carried	• Muscular skeletal injuries • Trip and fall	x			4x5=20	• Personal Protective Clothing/	2x3=6	2

								Equipment (PPE) to be worn. • Workers to be trained in safe manual handling techniques. • Ensure good housekeeping to eliminate tripping hazards. • When load is too heavy- team lift if • necessary. • Utilise mechanical lifting and carrying aids where possible. • Personnel to ensure access equipment, ladders will take • weight of employee and load being carried.		
		• Poor Ergonomics	• Strains on muscles, joints and nerves	x	x		3x4=12	• Workers to be trained regarding poor ergonomics. • Risk assessment to be conducted prior to commencement of activities.	1x2=2	1
6.	**Working next to public roads**	• Passing by traffic	• injuries or fatalities to road users and pedestrians	x			3x3=9	• Traffic management plan to be conducted, when required. • Flagmen to be used where interface with	1x2=2	1

								construction plant with passers-by or where hazard posed by delivery vehicles turning into/ out of site. • No work activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual. • Use safety signage to warn traffic and pedestrians of works • Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing. • Crossing of road by personnel must be limited to the practical minimum. • Controlled site access.		
7.	**Casing**	• Casing doesn't reach bottom.	• Wellhead	x			3x4=12	• Good drilling practices.	2x1=2	1

			installation delays. • Long rate hole.					• Hole cleaning program. • Casing circulation availability.		
		• Improper cementing job	• Too much cement to surface.	x			3x3=9	• Hydraulics design. • Cement design inner string job. • Prepare a top contingency plan.		
		• Cellar leak	• Rig settling • Wellhead installation problems. • Spills • Delays	x			3x3=9	• Facilities design. • Start with low drilling parameters.	2x1=2	1
		• Improper wellhead installation	• BOP installation issues. • Bad seal. • Delays	x			3x3=9	• SOP (level tool in place). • Wellhead design. • Wellhead test.	2x1=2	1
8.	**Completion and Decommissioning**	• BOP test failure	• Well control problems. • Delays	x			3x4=12	• BOP installation program SOP. • BOP inspection.	2x1=2	1
9.	**Housekeeping**	• Manual handling • Slip, trip and fall • Pitch points	• Back injuries, sprain or strain injury. • Bone fracture. • Cuts or lacerations.	x	x		3x4=12	• Use appropriate PPE. • Avoid manual handling if possible or use manual handling technique to be used. • Workers to share the workload where possible, overstretching physical abilities to be avoided.	2x1=2	1

10. SITE-SPECIFIC OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT (IN ALPHABETICAL ORDER)	
10.1.	Accident, Incident Investigation
10.2.	Alcohol and Drugs
10.3.	Appointments
10.4	Consultation, Communication and Liaison
10.5.	Close-out requirements
10.6.	COIDA
10.7.	Competency and Training
10.8.	Confined Space Work
10.9.	Construction Supervision
10.10.	Defects Reporting and Correction
10.11.	Delivery and Placement of Containers, Park Homes etc. (When required)
10.12.	DSTI's
10.13.	Electrical Connections
10.14.	Emergency Drills and Evacuation Procedures
10.15.	Edge Protection
10.16.	Excavations
10.17.	Extreme Weather Conditions
10.18.	Fall Prevention Plan and Planning
10.19.	First Aid Boxes and Equipment
10.20.	Fire Extinguishers, Precautions and Fighting
10.21.	Fuel and Flammable Liquids
10.22.	General Record Keeping
10.23.	Hand Tools
10.24.	Hazardous Chemical Substances
10.25.	Hazard Identification and Risk Analysis (HIRA)
10.26.	Hazards and Potentially Hazardous Situations

10.27.	Health and Safety Audits, Monitoring, Reporting and Statistics
10.28.	Health and Safety Disciplinary Procedure
10.29.	Health and Safety Management Notice Board
10.30.	Health and Safety Organogram
10.31.	Health and Safety Plan Submission
10.32.	Health and Safety Policy
10.33.	Health and Safety Training
10.34.	Heat Stress and Sun Protection
10.35.	High Voltage Equipment and Installations
10.36.	Housekeeping
10.37.	Incident and Injury Management
10.38.	Induction Training
10.39.	Ladders, Portable
10.40.	Lighting
10.41.	Method Statements, Safety (SMS)(SWP'S)
10.42.	Occupational Hygiene (Personal Hygiene and Infectious Diseases)
10.43.	Personal Protective Equipment (PPE)
10.44.	Planned Task Observations
10.45.	Portable Electrical Tools
10.46.	Public Safety and Security
10.47.	Safety Officer (CHSO), Roles and Responsibilities
10.48.	Signage
10.49.	Site Clearance
10.50.	Site Establishment
10.51.	Site Layout Plan
10.52.	Site Specific Safety Rules
10.53.	Smoking on Site
10.54.	Stacking and Storage of materials

10.55.	**Scaffolding**
10.56.	**Sub-Contractors**
10.57.	**Transportation of Workers**
10.58.	**Trespassing**
10.59.	**Toolbox Talks**
10.60.	**Visitors to Site**
10.61.	**Waste Management**
10.62.	**Water Management**
10.63.	**Welding, Grinding, Cutting etc.**
10.64.	**Welfare Facilities**
10.65.	**Working at Heights**

LISTED BELOW PLEASE FIND SITE SPECIFIC OCCUPATIONAL HEALTH AND SAFETY STIPULATIONS IN ALPHABETICAL ORDER. IT MUST BE NOTED THAT SOME ITEMS MAY BE OF MORE DETAIL THAN OTHERS, THE REASON BEING THAT DUE TO THE LEVEL OF RISK ASSOCIATED WITH THESE ITEMS THAT MORE DETAILED INFORMATION IS NEEDED TO BE BROUGHT TO THE PC'S ATTENTION, BUT THIS MUST NOT BE SEEN AS AN INDICATOR THAT OTHER ITEMS ARE OF LESS IMPORTANCE.

10.1.	**Accident, Incident Investigation**

Accident/Incident Reporting and Investigation Protocol

1. **Coordination of Investigation:**
   - The Principal Contractor and their Contractors are required to coordinate in investigating all accidents/incidents where injuries necessitate medical treatment by a doctor, hospital, or clinic.
   - The findings of these investigations must be documented in an accident/incident register. This register must be updated with each new accident/incident.
2. **Notification:**
   - The Principal Contractor must inform the relevant DOPW Project Manager and/or DOPW OHS Specialist in writing about any accident/incident within their area of responsibility as soon as possible.
3. **Legal Reporting Requirements:**
   - While the accident/incident must be reported to the Client, the Principal Contractor is legally obligated to report any Section 24 accidents/incidents to the Department of Labour.
   - Any road traffic accidents must be reported to the relevant authorities.

Corrective and Preventative Action Protocol

1. **Action Demonstration:**

- The Principal Contractor must show that corrective and preventative actions have been taken to prevent similar incidents in the future.
- These actions must be communicated to all affected staff.

2. **Documentation and Communication:**
   - A copy of the following must be forwarded to the DOPW Project Manager and/or the DOPW OHS Specialist:
     - The investigation report.
     - Details of the corrective and preventative actions taken.
     - The attendance register of employees who participated in the discussion of the incident and the implemented actions.

Investigations must be completed for:

- Near Miss Incidents (To prevent it from becoming an incident)
- First Aid case Incidents
- Medical treatment case Incidents
- Fatalities

Incident Reporting Protocol

1. **Statutory Reporting:**
   - The Principal Contractor must provide the Employer with copies of all statutory reports required by the Act within 7 days of the incident.
2. **Disabling Injury Frequency Ratio (DIFR):**
   - The Principal Contractor must update the Disabling Injury Frequency Ratio (DIFR) monthly and display this information on a signboard at the site office.
3. **Health & Safety Statistics:**
   - The Principal Contractor is responsible for collecting, recording, calculating, and reporting Health & Safety statistics for both their operations and those of their subcontractors to the DOPW OHS Specialist.
4. **Reporting Specific Incidents:**
   - All incidents where an employee:
     - Dies,
     - Becomes unconscious,
     - Loses a limb or part of a limb,
     - Is injured or ill to the extent that they are likely to die, suffer a permanent physical defect, or be unable to work for at least 14 days,
     - Or where:
       i. A major incident occurred,
       ii. Health or safety of any person was endangered,
       iii. A dangerous substance was spilled,
       iv. There was an uncontrolled release of any substance under pressure,
       v. Machinery or parts of machinery fractured or failed causing flying, falling, or uncontrolled moving objects,
       vi. Machinery ran out of control,

   - Must be reported to the Client within 2 calendar days and to the Provincial Director of the Department of Employment and Labour within 7 calendar days of the incident (as per Section 24 of the OHSACT and General Administrative Regulation 8).
5. **Immediate Reporting for Severe Incidents:**

- For incidents where there is a death, unconsciousness, or loss of a limb, or if there is a potential for death or permanent physical defect, the incident must be reported immediately (by telephone, fax, or email) to both the Client and the Provincial Director of the Department of Employment and Labour.

6. **Ongoing Reporting:**
   - All other reports must be completed and submitted as required.

The statistics should contain at least the following for all employees of all contractors working on the project:

- Total Number of workers
- Total Number of hours worked (on the DOPW project)
- Total Number of Near Miss Incidents
- Total Number of First Aid case Incidents
- Total Number of Medical Treatment case Incidents (Excluding Section 24 type incidents)
- Total Number of Section 24 type Incidents
- Preventative actions taken on incidents that have occurred
- Communication to employees and contractors of incidents and preventative actions

10.2.	Alcohol and Drugs

Compliance with General Safety Regulations, Section 2A
The site limit for intoxication is set to zero to align with a zero-tolerance policy. To support this, the Principal Contractor must have a Drug, Alcohol, and Disciplinary Policy in place to manage such instances.

Any person found to be intoxicated, or consuming intoxicating liquor or illegal drugs will not be allowed on the premises and/or will be removed from the premises.

The Principal Contractor has the right to test any person entering the premises for intoxicating liquor or illegal drugs and may refuse entry based on the results of the test.

The Principal Contractor must ensure that employees taking prescription medicine inform the Principal Contractor of such use. Additionally, the Principal Contractor must ensure that the side effects of the prescription medicine do not pose a hazard to the employee themselves or to others working in close proximity.

10.3.	Appointments

The Principal Contractor (PC) is responsible for making appointments in accordance with the Act and its Regulations, structured and guided by the scope of work and associated risks. The PC should refer to Annexure C for a list of appointments applicable to the Safety Management Structure.

All health and safety appointments must be documented in writing and recorded in the Site Safety, Health, and Environmental File (SSHSF). Previous appointments that have lapsed or new appointments must be retained in the SSHSF; expired appointments may not be discarded or destroyed.

All Safety, Health, and Environmental (SHE) appointments must be indicated on the Site SHE Organogram, which should be regularly updated, filed in the SSHSF, and displayed in the Site Office.

The PC may allocate multiple appointments to certain staff members, provided this does not negatively impact health and safety standards. However, the Construction Health and Safety Representative (CHSR) reserves the right to specify otherwise if it is determined that such allocations may affect health and safety standards.

10.4	Consultation, Communication and Liaison

Consultation with the workforce on OH&S matters will be facilitated through their Construction Managers and Supervisors, OH&S representatives, and the OH&S committee. The Principal Contractor is responsible for disseminating all relevant OH&S information to the Contractors. This includes design changes agreed upon with the Employer and the Designer, instructions from the Employer and/or their CHSR, exchanges of information between Subcontractors, and reporting of hazardous or dangerous conditions.

10.5	Close-out

In accordance with CR7(1)(e) and CR7(2)(b), the Principal Contractor (PC) must hand over a consolidated Safety, Health, and Environmental (SHE) File to the Client when construction work ceases, and the site is returned to the Client. Subcontractors appointed by the PC are also required to provide a similar SHE File to the PC upon completing their work and exiting the site. It is the responsibility of the PC to allocate sufficient time to ensure that the files are correct and approved by the Construction Health and Safety Representative (CHSR) before leaving the site.

The following list is an example of what should be included in the close-out files, but it is not exhaustive. The CHSR may request additional information at the time of project completion, and the PC must ensure that all such instructions are followed. All records from the start of the project must be included. Daily or monthly inspection records are not required unless they pertain to an accident. All records must be in electronic format and submitted to the CHSR in adequately formatted lists and folders. The layout should be logical and mirror the order used in the site files. Upon final approval of the files by the CHSR, two hard copies of the electronic files must be provided to the CHSR, unless otherwise directed by the CHSR.

Health and Safety close out file requirements.
PC File to include the following:

- Copy of Notification of Construction Work/Construction Permit, stamped by DOL
- Client SHE Specification
- Principal Contractor's SHE Plan
- Client Letter of SHE Plan Approval
- Organograms (Original and amended)
- List of SHE Legal Appointments (Originals and amended)
- List of all employees employed on a permanent or contractual basis over the duration of the contract, PPE receipt records
- Medical Fitness Certificates for all employees
- Letters of Good Standing for the Project
- Incident/ Accident Records
- NCR's
- CHSR Health and Safety Audits
- Risk Assessments
- Method Statements
- Safe Work Procedures etc
- List of all Sub Contractors

Sub-Contractor Files to include the following:

- SHE Plan
- SHE Plan Approval letter issued by the PC
- Organogram/s (Original and amended)
- List of SHE Appointments (Original and Amended)
- All employees employed on a permanent or contractual basis over the duration of the contract receipt records
- Medical Certificates of Fitness for all employees
- PC and own audits
- Mandatory Agreements (if applicable)
- Risk Assessments
- Method Statements
- Safe Work Procedures
- Letters of Good Standing
- Incident Records
- Non-Conformance records

PC to include in its SHE File the following documentation if not being attended to by other discipline of PSP Team:

- All drawings for temporary structures (suspended beams etc.).
- All operating manuals for any systems that require on-going maintenance, and
- Copies of test results, policies, and procedures for environmental monitoring (silica, noise, dusts etc.).

Defect and Liability Period

The H&S files must be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Subcontractors. Any work required during the defect and liability period will require an assessment of the H&S file by the PC's CHSO prior to any work commencing.

10.6	COIDA

The Principal Contractor shall ensure that his employees are covered for any occupational injuries and illnesses in terms of the Compensation for Occupational Injuries and Diseases Amendment Act, 2022, which cover shall remain in place and up to date for the duration of the project. No Contractor may work under the Principal Contractors Compensation registration number.

If required, the Principal Contractor may assist an SMME with their registration with the Compensation Commissioner. However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received.

10.7	Competence and Training

The Chief Executive Officer (CEO) of the Principal Contractor (PC) is overall responsible for appointing competent Construction Managers and site staff for the duration of the project, unless this responsibility has been delegated to the Section 16.2 Appointee. All legal appointments must be made relevant to the type of work performed and kept current with the project schedule. The PC, all contract employees, and their supervisors must possess the required qualifications or licenses for the activities they are assigned.

Health and Safety Competencies Required for Specific Appointments:

- **Section 16.2 and CR 8.1**: Supervisors must complete a Safety Course (IRCON) or equivalent and a Legal Liability Course.

- **Part time Safety Officer**: Must have SAMTRAC / LexisNexis 3-week SHE Management Course / NEBOSH or equivalent, and SACPCMP CHSO Registration with relevant experience.
- **Full time Safety Representative**: Must complete a SAQA Accredited SHE Representative Training Course.
- **Risk Assessor**: Must have SAMTRAC / LexisNexis 3-week SHE Management Course / NEBOSH or SAQA Accredited Risk Assessor Course.
- **First Aider**: Must have a SAQA Accredited Level 2 First Aid Course.

For operations such as Crane Operations, Rigging, Scaffold Erecting, and Inspecting, all operators must have proof of qualifications in compliance with legislation, the National Qualifications Framework, Act No. 67 of 2000, or similar industry standards where legislation does not prescribe specific training. It is important that training course providers are accredited.
Training must be provided to all employees, including subcontractor employees, to equip them with the necessary knowledge, skills, and understanding of hazards, risks, and mitigating measures, enabling them to perform their duties as safely as reasonably practicable.
Specific competency profiles and selection criteria (fitness for work) must be developed for all roles where significant health or safety risks exist. A formal training needs analysis should be conducted based on these competency profiles, and a training matrix must be developed for the project. Competency-based training must include operational controls (procedures and work instructions), management of change, and emergency response. All employees must hold and maintain the required competencies, including appropriate qualifications, certificates, and licenses, and be under competent supervision.
A site-specific induction and orientation program must be established to highlight health and safety requirements, procedures, significant hazards, risks, and associated control measures for all new employees and visitors. Personnel must be trained on new or amended standards, rules, Safe Work Method Statements (SWMS), Risk Assessments, etc. Refresher training must be conducted as needed, for example, if employees are found disregarding rules. Records of training, qualifications, and experience must be maintained. Follow-ups must be conducted to evaluate the effectiveness of the training provided.

10.8	Confined space work

The PC must comply with the OHS Act, General Safety Regulation 5

Detailed RAMS must be conducted, SWMS /SWP's must be developed and communicated in writing to persons designated to perform work in confined spaces. Confined space entry work requires the issue of a Confined Space Entry Permit which has been issued by an authorized competent person.

Responsibility for safe work procedures from entering, whilst working in the confined space, and including exiting the confined space is the responsibility of the Contractor. The Contractor must ensure that all measures have been implemented to address hazards and their associated risks to a level which is ALARP.

The Contractor is responsible for the provision and correct use of all of all required tools and equipment required to conduct the work in the confined spaces, e.g. Tripods, Testing Equipment, Signage, Communication Equipment etc.

10.9	Construction Supervision

As indicated previously, the Chief Executive Officer (CEO) of the Principal Contractor (PC) will be overall responsible for appointing competent Construction Managers and site staff for the duration of the project. These appointments will have various supervisory responsibilities to ensure the provision of a safe working environment. The PC should refer to Annexure C to determine the required supervisory appointments, considering the scope of work, legislative requirements, and the timing of these appointments. The construction team must ensure that the appointed

Construction Health and Safety Officer (CHSO) is kept informed of all planned activities to meet all Health and Safety (H&S) requirements.

Competent supervisors will be appointed to manage parts or all of the works and must have appropriate training and/or experience in their areas of responsibility. All site supervisors must provide evidence of adequate H&S training and demonstrate understanding or training in relevant areas (e.g., risk assessments, method statements).

Curriculum Vitae (CVs) for the supervisors must be submitted to the Client for approval. Supervisors will be held responsible for the safety of their teams and subordinates, as well as for housekeeping and the stacking and storage of materials. Competencies related to working with electricity, pressure equipment, and other specialized areas must be included and clearly identified on the project Organogram. Each supervisor must facilitate Daily Site Task Instructions (DSTIs).

The PC must employ a minimum of one competent, full-time CHSO for the duration of the contract or specific areas of work (e.g., North or South building, specialized work areas). The PC and CHSOs must ensure effective communication between all contractors and the Client, ensuring that all Contractors adhere to appropriate safety standards based on the level and risk of the work. The PC will determine the necessity for Subcontractors to have their own CHSOs, depending on the risk and complexity of their tasks. Minimum statutory compliance for CHSOs will apply.

CHSO CVs must be submitted to the Client for approval before site establishment, including verification or proof of registration with the South African Council for the Construction and Project Management Professions (SACPCMP).

The PC must ensure that adequate resources are provided to fulfill all site responsibilities (e.g., mobile phone, computer and internet access, vehicle). CHSOs must meet SACPCMP qualification requirements and have a minimum of 5 years of experience with similar types of projects. More than one CHSO may be appointed if necessary.

10.10	Defects reporting and correction

The purpose of any inspection is to determine deviations in need of remedial action. Where defects are identified during any routine inspection, pre-start check or during operation or use of any tools, equipment, motor vehicle, tools, or equipment, etc. it needs to be reported immediately.

Steps need to be taken to remedy such defects reported for the purpose of repairing such tools, equipment, etc. Where such remedial action cannot be actioned, immediate measures such as the fitting of Tags, taking out of service etc. needs to be applied to limit further use until repairs/replacements have been completed and re-inspection carried out. Such defect reports must be done in writing.

10.11	Delivery and Placing of Containers. Park homes etc.

The PC must ensure compliance with OHS Act, Sec 8 and Cr 22. The items must be placed according to the predetermined positions indicated on the Site layout Diagram. Soil conditions, overhead hazards etc need to be taken into consideration when doing Risk Assessments and developing the required method statements. Only trained competent workers and supervisors may be used to execute and supervise the work operations.

10.12	DSTI's

The Daily Safe Task Instruction (DSTI) is a critical component of the risk management process. No work may be conducted on site without a valid DSTI signed off by the relevant signatories. Supervisors must be competent in completing DSTIs correctly, and the work area must be inspected at the end of each shift.

A DSTI involves a pre-start discussion among the members of a work team, led by the appointed supervisor. This discussion aims to anticipate hazards and potential risks associated with the activities planned for the day or shift, and to ensure that the necessary control measures are in place to prevent incidents.

At the start of each day or shift, prior to beginning any work, each appointed supervisor must inspect the work area under their responsibility to ensure it is safe. The supervisor must then conduct a DSTI with the work team, focusing specifically on the tasks planned for the day or shift. The relevant Safe Work Method Statements (SWMS) or Safe Work Procedures (SWPs) for the activity must be used as the basis for this discussion. The correct work method must be reiterated, and identified hazards, risks, and control measures must be discussed with the team, allowing team members to contribute to the discussion.

Any team member arriving late must first be briefed on the information discussed prior to their arrival before being permitted to start work. If there are changes to the work method or scope after activities have begun, the DSTI must be revisited and updated with the team, and the changes must be signed off by the relevant Construction Health and Safety Officer (CHSO).

Every member of the work team must sign the DSTI attendance register. Attendance records must be kept and maintained in the contractor's Site Safety, Health, and Environmental File (SSHEF).

10.13	Electrical connections/equipment

The Principal Contractor (PC) must implement and comply with the Occupational Health and Safety (OH&S) Act, Electrical Installation Regulations, and Construction Regulation 24. All electrical installations must be carried out by a qualified and certified Electrical Installation Electrician. A Certificate of Compliance (COC) must be issued and kept in the Site Safety, Health, and Environmental File (SSHEF). Temporary electrical installations must be inspected weekly, and these inspections must be recorded in an appropriate register, which must also be kept in the SSHEF.

Compliance with Construction Regulations, Section 24:
The Principal Contractor shall take adequate steps to identify and guard against dangers to workers from electrical cables or apparatus present on, under, or over the site.

- **Underground Electrical Cables:** The exact location of underground electric power cables must be determined before using excavators for excavation purposes.
- **Overhead Electrical Cables:** The location of overhead electrical cables must be assessed when working with cranes and lifting equipment. Injuries may occur from touching electrical cables with the crane boom or from arcing if the crane boom comes too close to the cables.

All temporary electrical installations must be inspected at least once a week by a competent person, and the records of these inspections must be maintained in a register kept on site. Electrical machinery and extension cords must be in serviceable condition and inspected daily before use on the construction site by the authorized operator. The inspection checklist must be kept on the construction site.

Compliance with Electrical Installation Regulations:

- All electrical installations must be inspected and approved by an accredited electrical inspector, and a valid Certificate of Compliance must be issued for the installation.
- All electrical installations carried out on site (both permanent and temporary) must comply with the Electrical Installation Regulations. All power supplies and generating units must be fitted with a functional earth.

10.14	Emergency drills and evacuations and Procedures

The PC must develop, implement, test, and maintain an Emergency Response Plan, incorporating emergency evacuation procedures that focuses specifically on the contractor's team and work activities. The plan must be risk-based and must detail the procedures that must be followed when responding to all potential emergency scenarios such as a medical emergency including first aid response, a fire, an explosion, a hazardous substance spill, rescue from height, rescue from a confined space, etc.

Consideration must be given to the procedures of other occupants on the premises and their emergency procedures to ensure that in the event of an emergency that the PC's Emergency procedure does not hinder or clash with their procedures. Details of any arrangements with external emergency response service providers must be included.

The plan must be adequately resourced to ensure effective implementation. These resources must include appropriate personnel, external emergency response service providers, emergency response equipment, and warning devices. All equipment and warning devices must be identified, maintained, and tested to always ensure availability.

An Emergency Response Team (ERT) responsible for the implementation, management and execution of the Emergency Response Plan must be established. The roles and responsibilities of each team member must be clearly defined in the plan. Each team member must receive appropriate training to ensure that each role is performed competently.

The process for managing incident communication, notification, and reporting must be incorporated into the Emergency Response Plan. The responsible person(s) must be clearly identified, and the protocols for communicating with internal and external stakeholders must be defined.

At project work site:

- A suitable evacuation alarm (siren) must be provided. All persons working in an area where an evacuation alarm is sounded must respond to it immediately.
- Suitable fire-fighting equipment must be provided and maintained, and personnel must be trained in fire-fighting procedures and the use of fire-fighting equipment.
- Suitable first aid equipment and supplies must be provided and maintained, and an adequate number of appropriately trained First Aiders with kits must be in place.
- Emergency assembly points positioned in safe locations away from containers, plant and equipment must be designated and conspicuously signposted. In the event of an evacuation, all persons, personnel, and visitors, must assemble and be accounted for at these emergency assembly points.
- All personnel must receive awareness training on the applicable emergency response procedures, and all visitors entering the site must be properly instructed in these procedures as part of their induction training.
- The emergency response procedures must be displayed on notice boards.
- A Site Layout Plan indicating evacuation routes, emergency assembly point locations, and the positioning of emergency equipment (fire extinguishers, first aid boxes, etc.) must be prominently displayed in all offices, boardrooms, notice boards, and in other locations on the site as may be required.
- An up-to-date list of emergency telephone numbers must be compiled and maintained. A copy of this list must be posted at each site entrance, in each office, and notice board.
- Emergency response drills must be conducted to test the effectiveness of the emergency procedures and equipment, as well as the knowledge and proficiency of the response personnel. Where appropriate, drills must include liaison with and the involvement of external emergency response service providers. A variety of emergency scenarios must be tested including, but not limited to, medical emergencies, fires, rescues, and hazardous substance spills. A drill must be carried out one month after site establishment and six-monthly thereafter. Each drill must be monitored, and the outcomes (highlights and shortcomings) must be documented. Corrective actions

must be identified and implemented to address the shortcomings, and the Emergency Response Plan and associated procedures must be amended as required.

10.15	Edge Protection

Persons falling over open edges can result in severe injuries. The Principal Contractor's responsible person must ensure that edge protection is included in the Fall Protection Plan. Edge protection must be capable of withstanding the load imposed by an average worker's weight if the worker leans against it. All edges that pose a fall risk to individuals must be protected. Barricading tape or snow netting are not considered suitable edge protection and may only be used to highlight such edges.

Activities that may create temporary open edges, such as the removal of drain covers, must always be supervised while the edges are open or be cordoned off with temporary, suitable barricading.

10.16	Environmental Management

The PC must take all precautionary steps to prevent any pollution because of his activities. Matters such as waste disposal, cement run-off, not permitting vehicles leaking oil and fuel on site, not permitting disposal of water used for cleaning paintbrushes into normal wastewater disposal lines, not permitting the burning of materials etc must be addressed in his Environmental Management Plan.

Workers must be familiarised with the contents of the Environmental Management Plan as part of the Induction. The PC's Environmental Management Plan must be submitted with his SSHSP for approval.

10.17	Extreme weather conditions

Adverse weather conditions, such as high winds, lightning, flooding, and others, can pose significant risks to both life and property. To mitigate these risks, the Principal Contractor (PC) must develop an Emergency Plan that outlines specific measures to address the potential impacts of such conditions.

1. **Emergency Plan Requirements:**
    - The plan must detail procedures to be followed in response to adverse weather events (e.g., high winds, lightning, flooding).
    - The plan should include response measures, such as the use of protective materials (e.g., ropes, shutter boards, etc.) and other necessary resources.
2. **Communication of Response Measures:**
    - The plan must ensure that appropriate Supervisory Staff are informed of the required response measures.
    - All necessary materials and equipment, such as ropes and shutter boards, must be readily available and communicated to Supervisory Staff.
3. **Awareness of Impending Weather Conditions:**
    - In the event of impending adverse weather, the Emergency Response Staff and Supervisory Staff must be promptly informed of the situation.
    - Staff should be made aware of the need to implement the appropriate response measures as required.

10.18	Fall Protection Plan and Planner

The Principal Contractor (PC) must comply with the OH&S Act, Section 8, and Construction Regulation 10. Whenever there is a risk of falling off, into, or over an edge, a risk assessment must be carried out, regardless of the potential fall distance. The PC shall appoint a competent Fall Protection Planner, who must have the following minimum qualifications:

- **Fall Arrest Course** (Accredited to SAQA Unit Standard 229998)
- **Fall Protection Planner** (Accredited to SAQA Unit Standard 229994)

An appropriate, project-specific Fall Protection Plan (FPP), developed by the appointed competent Fall Protection Planner, must be submitted as an annexure to the Site-Specific Health and Safety Plan (SSHSP) when the SSHSP is submitted for approval by the Construction Health and Safety Representative (CHSR). The FPP must include, at a minimum, the following aspects:

- **Risk Assessment:** Identifying areas where a fall risk may exist and the required mitigating measures (e.g., signage, edge protection, hard barricading).
- **Permit System:** For working at heights.
- **Prevention Measures:** For falling tools, equipment, and persons, including a link to the emergency plan regarding rescue procedures.

10.19	First Aid Boxes and Equipment/ Health related Epidemics and Pandemics

First Aid

According to General Safety Regulation (GSR) 3(4), where more than 10 employees are employed at a workplace or worksite, the Principal Contractor (PC) shall ensure that there is at least one trained first aider for every group of 50 employees. First aid boxes must be provided where more than 5 employees are employed and must be readily available and accessible for the treatment of injured persons at the workplace.

To ensure immediate treatment of injured persons, it is recommended that all work crews have at least one trained Level 1 First Aider with a fully stocked first aid box, regardless of the number of people in the work crew. This is particularly important when contractors work at significant distances from the nearest emergency facility or town. These persons shall be appointed in writing as First Aiders, with their certificates attached as proof of competency. The minimum contents of the first aid box shall be in accordance with the list provided in the General Safety Regulations.

All treatments administered must be recorded in a register and kept with the first aid box. A trained and appointed First Aider must be responsible for the first aid box and its contents. Used items must be replenished as soon as possible.

To ensure prompt response at the emergency facility, it is recommended that the W.Cl 2 forms be partially completed with the employer's details.

Health-Related Epidemics and Pandemics

The contractor shall, as far as reasonably practicable, describe in the health and safety plan how health-related epidemics and pandemics will be managed. It is understood that this section will outline generic procedures rather than specifics. The contractor must ensure adherence to the requirements stipulated in the Hazardous Biological Agents (HBA) Regulation, including but not limited to:

- Risk assessment and risk assessment reviews
- Prevention measures

- Response measures
- Employee training and information sharing
- Employee health monitoring
- Management of infected persons
- Isolation rooms
- Employee transportation
- Employee accommodation
- Eating facilities
- Meetings/toolbox talks/daily safety talks
- Cleaning of offices and facilities
- Duties of persons exposed to HBA's
- Monitoring exposure at the workplace
- Medical surveillance of employees
- Keeping of records
- Personal Protective Equipment (PPE) and facilities
- Maintenance of control measures and facilities

Once the nature and scale of the epidemic or pandemic are known, the contractor must update the health and safety plan with the relevant information and submit the updated plan to the appointed OHS Agent for approval. Once approved, the contractor must implement and maintain the updated health and safety plan on site.

10.20	Fire Extinguishers, Precautions and Fighting

Comply with Construction Regulation, Section 29.

The Principal Contractor must provide his own firefighting equipment that is within the service date and safe for use. Firefighting equipment must be on a register and inspected by a competent person who has been appointed in writing.

Suitable and sufficient fire extinguishing equipment must be placed at strategic locations, within the plant and a sufficient number of firefighters must be available, which must be trained in the use of it.

The PC must ensure that the location of fixed Fire Extinguishing Equipment is indicated on his Site Layout plan and in his Emergency Plan. The procedure to be followed in the event of a fire must be translated into the languages of all workers on site, posted on notice boards, communicated to workers and records kept of such communication.

All work involving the generation of a Fire Risk may only be executed upon the issue of a Hot Work permit, which include the presence of Fire Extinguishing equipment and checking for smouldering materials.

Fire precautions on construction sites in addition to the requirements of CR 29 must include Good Housekeeping, the keeping of minimum amounts of Flammable liquids etc. SABS compliant signage such as "No Smoking" "No Naked Flames" etc. posted where appropriate.

Sufficiently trained persons such as Supervisors need to be available on site to be able to perform fire-extinguishing exercises and use equipment correctly. Persons involved with activities such as welding, grinding etc. must be able to perform fire-extinguishing exercises when required.

All Fire extinguishing Equipment must be serviced annually, numbered, on register and inspected by a trained competent person at least every six months. All fire extinguishing equipment which has been discharged or damaged in any way must be sent off site and be attended to by a SABS accredited Service Agent.

10.21	Fuel and Flammable liquids

The PC must ensure compliance with OH&S Act - General Safety Regulation 9 and Temporary Storage of Flammable liquids on Construction Sites, Construction Regulation Reg.25.

Storage areas must be provided with a bund wall to contain 110% of the maximum volume of the container/s stored in the area. Drip trays of sufficient size must be provided at tap off points.

Storage Containers must be clearly marked with a "Flammable Liquid, No Smoking & No naked Flame" signs, be clearly marked to indicate contents of the tank and bonded to prevent static electricity sparks being generated. An adequate number of dry chemical fire extinguishers, each with a minimum capacity of 4.5kg, must be provided,

Before any fuel driven plant or equipment is refuelled, it must be switched off, and no refuelling may take place where machinery is kept running. Refuelling must take place at designated safe areas and appropriate warning signs installed.

The Contractor must ensure that storage areas must be designated at a safe distance from other buildings. It must be kept free from all combustible materials and must be constructed from brick/ mortar/steel, no timber or similar combustible materials may be used.

The following SABS compliant Symbolic Safety Signage need to be displayed: "No Smoking" and" No Naked Flames", Fire extinguisher and Location signs.

10.22	General Record Keeping

The PC and Sub contractors must keep and maintain Health and Safety records to demonstrate compliance with the Clients SSHSS, OHS Act, Act 85 of 1993 and the Construction Regulations of 2014. The PC must ensure that records of all incidents/accidents, training, inspections, audits etc. are kept in the SSHSF held in the Site Office.

THE SSHSF must always be present on site. The PC must ensure that every sub-contractor opens and maintains his own SSHSF under the control of the PC's responsible person.

10.23	Hand Tools

The use of hand tools can contribute to accidents and incidents if not properly managed. Therefore, the Principal Contractor (PC) must ensure that all hand tools brought onto and used on-site are safe and in good working condition.

1. **Inspection and Maintenance of Hand Tools:**
   - Hand tools must be inspected at least once a month by an appointed competent person.
   - The results of these inspections must be recorded in an appropriate register.
   - Any hand tools found to be unsafe must be immediately removed from use, tagged as "unsafe," and taken off-site.
2. **Prohibition of Makeshift Hand Tools:**
   - Makeshift hand tools (i.e., tools that are improvised or not designed for the specific task) are strictly prohibited from being brought onto or used on-site.
   - If makeshift tools are found, they must be immediately removed and/or disposed of.

10.24	Hazardous Chemical Substances (HCS)

The PC must comply with the Hazardous Chemical Substances Regulations 2022 and amendments thereto. No HCS may be permitted to be brought on site without a MSDS. The PC must ensure that all the necessary use and storage precautions are taken and that the required safety equipment, first aid measures etc is available.

All employees required to use HCS, or products containing Hazardous Chemical Substances must be adequately and comprehensively trained with regards to the requirements of the Hazardous Chemical Substances Regulations including the potential sources of exposure and the potential risks to their health caused by exposure.

MSDS's for all Hazardous Chemical Substances must be kept on site in the SSHSF and recorded in a HCS Register.

10.25	Hazard Identification and Risk Assessment (HIRA)

The Principal Contractor (PC) must comply with Section 8 of the Act and Construction Regulation 9 by ensuring that Site-Specific Hazard Identification and Risk Assessments (HIRA) are conducted by an appointed competent person. Supervisory staff must be equipped with the necessary skills to perform HIRA.
The purpose of a Risk Assessment (RA) is to:

1. **Identify Main Activities**: Determine the primary activities involved in the construction process.
2. **Identify Sub-Activities**: Break down these main activities into sub-activities.
3. **Identify Hazards**: Recognize the hazards associated with each sub-activity.
4. **Assess Risks**: Evaluate the risks related to these hazards.
5. **Determine Pure Risk Level**: Use a risk matrix to assess the Pure Risk level.
6. **Propose Control Measures**: Suggest appropriate risk reduction or control measures.
7. **Re-evaluate Risk Level**: Reassess the risk level after applying control measures using the risk matrix to determine the Residual Risk Rating. This rating must be as low as reasonably practicable (ALARP).
8. **Communicate Findings**: Communicate the hazards, residual risks, control measures, and other relevant information to the workforce, typically in the form of Safe Work Method Statements (SWMS) or Safe Work Procedures (SWP).

10.26	Hazards and Potentially Hazardous Situations

The PC must immediately notify other Sub-Contractors and/or occupants of the site where work is being conducted of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

Should a hazardous situation require work stoppages, the work must be stopped, and corrective steps taken such as the conducting of new RA's, amending RA's the development of new SWMS, amendment of existing SWMS's, barricading, signage etc.

10.27	Health and Safety Audits, Monitoring, Reporting and Statistics

The CHSR shall strive to at least once a month or at closer intervals as determined necessary for the duration of the contract conduct Health and Safety Audits of the work operations. The audit shall be consisting of a detailed audit of physical site activities and administration of Health and Safety. Copies of the audit reports will be forwarded to the Project Leader and the PC within seven working days. Copies of the Audit report must be kept in the SSHSF. The CHSR may at any time visit the site for an Audit without prior notification to the contractor.

The CHSO must conduct monthly Self-Audits including all the sub-contractors on site at the time of the audit as approved at the time of the SSHSP approval. The results of the Self Audits must be made available to all members of the project team at least 7 days before the following progress meeting. At the progress meeting the CHSO must report on his finding and closing out of deviations.

Issues such as injury and incident records e.g., Near misses, First Aid, Medical Cases, and the Disabling Injury Frequency Rates must be included in the audit report. Copies of self-audit reports must be kept is the SSHSF.

10.28	Health and Safety Disciplinary Procedure

The Principal Contractor (PC) is responsible for maintaining discipline on-site, including for employees, subcontractor staff, and visitors. To meet this responsibility, the PC must establish and implement a **documented Disciplinary Procedure**, which must be communicated to all persons working on-site.

1. **Disciplinary Action for Health & Safety Breaches:**
    - If a breach of Site Health & Safety Rules or the PC's Safety Procedures is identified, the PC must initiate disciplinary action in accordance with the documented procedure.
    - The severity of the action taken will depend on the nature of the breach and the individual's presence on site.
2. **Disciplinary Process:**
    - **First Breach:** Verbal warning and/or counselling.
    - **Second Breach:** Written warning and/or counselling.
    - **Third Breach:** Appropriate disciplinary action, such as suspension without pay, termination of service, or other penalties, depending on the severity of the breach.
3. **Documentation and Reporting:**
    - All disciplinary actions, including the issuance of Non-Conformance Reports (NCRs), must be recorded and included in the **PC's monthly SHE (Safety, Health, and Environmental) Audit report**.
    - The report must be submitted to the Chief Health and Safety Representative (CHSR) and other relevant team members for review.

10.29	Health and Safety Management Information Notice Board

The PC must provide a Safety Management Information Notice Boards (SMI boards) as a minimum near the site office and if possible, in other areas e.g., eating and changing areas, with the following information posted:

- Supervisors Photos and Contact details.
- First Aider Photo and Contact detail.
- Valid, completed DSTI/S for the day's activities.
- Emergency Procedure.
- Any other information as required by the CHSR.

10.30	Health and Safety Organogram

An organogram outlining the Health and Safety Management Structure as per appointments under the OHS Act and the Regulations must be included in the SSHSP and kept in the SSHSF. The Organogram must also be displayed in the Site Office.

Any changes to the appointments as per the approved Organogram must result in the Organogram being revised. All previous organograms must be kept in the SSHSF and not be discarded. The initials and Surname of appointees. Including the description of their appointment must be reflected on the

Organogram.

10.31	Health and Safety Plan and Submission

The PC must submit a detailed SSHSP based on this document known as the SSHSS. The contents of the SSHSP can be found under Annexure C of this document. Note must be taken of the required documentation which needs to be submitted as part of the SSHSP.

Failure to submit the required documentation as required by Annexure C, may result in a delay of the SSHSP approval process. When submitting the SSHSP to the Client/or its duly appointed representative the PC's CHSO must contact the CHSR appointed to this project, who's contact details can be found under the heading "Item 5.3: The Project Team" to arrange a sit-down meeting to discuss the PC's SSHSP to work towards approving the SSHSP. **It must be noted that no evaluation or approval of the PC's SSHSP will take place without engaging with the CHSO.**

10.32	Health and Safety Policy

The Safety, Health and Environment Policy signed by the Chief Executive Officer must form a part of the SSHSP. The policy must outline Health and Safety objectives and set out how they will be achieved and implemented during construction.

The Policy must in addition to being part of the SSHSP and being kept on the SSHSF also be communicated to all employees, copies of such communication must be kept on the SSHSF. A copy of the Health and Safety Policy but must also be displayed in the Site Office.

10.33	Health and Safety Training

The PC must ensure that all site personnel and Visitors attend a site-specific health and safety induction training session before starting work or being permitted entrance onto the site.

Employee Induction training must also include training on the risks associated with the works to be executed, method statements (SWP's) and emergency procedures. Visitor Induction training must include items such as site safety and health risks, steps to follow in the event of emergency, restricted areas and on the site and health and safety rules.

A record of attendance reflecting the signature of all training must be kept in the SSHSF. Employees and Visitors must carry proof of induction training whilst being on site, which may be a nametag or sticker, displayed on a hardhat. The PC must ensure that none of his employees, or sub-contractor employees, including transport and delivery Contractors entering the site delivering materials and/or equipment, may proceed to enter the Site or any operations area until they have received all training required under applicable laws and regulations, including, but not limited to, work activity inductions and Site-specific induction etc.

Induction Training is generally valid for 1 year but should the contents of the training previously rendered change then follow up training must be rendered irrespective of the fact that induction training may still be valid.

The PC must prepare and present to all its employees its own Contractors Induction training, explaining the PC's SSHSP, Rules, the obligations imposed by the Occupational Health and Safety Act and Regulations, as well as a Site Specific Induction, which must as a minimum consist of an introductory briefing explaining the nature of the work, the general hazards which may be encountered during the operation, and the particular hazards attached to their own function within the site.

10.34	Heat Stress and Sun Protection

In accordance with the OHS Act, Environmental Regulations 2(4), the Principal Contractor (PC) must implement measures to address heat stress, which can occur in various construction activities, particularly in physically demanding work or when working in excessive ambient or radiant temperatures.

1. **Heat Stress Mitigation Measures:**
   - The PC must implement preventative measures, such as:
     - Providing rest breaks to workers to avoid overheating.
     - Ensuring an adequate supply of drinking water to keep workers hydrated.
     - Scheduling work during cooler parts of the day, such as early mornings and late afternoons, to reduce heat exposure.
2. **Health and Safety Risks:**
   - Workers exposed to excessive temperatures may experience reduced concentration, increasing the likelihood of accidents and injuries. The PC must monitor and mitigate this risk.
3. **Protection from Sunlight Exposure:**
   - The PC must ensure workers are adequately protected from excessive sunlight exposure by providing:
     - Protective clothing, including long-sleeve shirts and long trousers.
     - Brims for safety helmets.
     - UV-protective sunscreen.
     - Shade structures to offer relief from direct sun exposure.

10.35	High Voltage Equipment and installations

In the event where the presence or location of High Voltage Equipment such as underground cables are not known with a high level of certainty, the PC must ensure that the necessary precautionary steps are taken such as the manual digging of pilot holes, use of detection equipment, lock out and isolation at sources, use of insulated tools and equipment etc.

Where work must be conducted in the presence or below overhead lines issues such as the correct lifting of conductive materials, keeping of safe distances to prevent flash over etc must be documented and communicated to employees. No isolation, termination of services may take place without the documented permission of the Electrical Engineer and the issue of an appropriate permit, which will include the necessary lockout, tagging and testing by an appointed competent person.

No unauthorised person may in any way interfere with or switch off any high voltage or critical electrical supply.

10.36	Housekeeping

The PC must implement and ensure compliance with the requirements of Construction Reg. 27.

The PC must ensure that all work areas are kept in a neat and tidy state, free of debris and rubbish, at all times. Unless otherwise directed, the PC must dispose of all debris, rubbish, spoil, and hazardous waste off site in a designated and authorised area or facility.

The PC must keep in mind that poor housekeeping does not only contribute to the creation of an unsafe working environment but also a poor image of the project and its management, as well as the department as the client. In the event where housekeeping standards are not maintained or implemented the CHSR may issue instructions to cease,

work until housekeeping is of an acceptable standard without the Client entertaining any extension of time claims or costs claims by the PC. **Keeping the site in a neat and orderly condition at all times is the sole responsibility of the PC.**

Regular safety/housekeeping inspections on an at least a weekly basis to ensure maintenance of satisfactory housekeeping standards must be conducted by the PC and the results of each inspection documented and the recorded. Records of such inspections to be kept on the SSHSF for viewing by the CHSR. The PC must ensure that all supervisory staff are made aware of their responsibility to monitor and manage housekeeping in their respective areas of responsibility.

DSTI's must make provisions for the checking that work areas are left in a neat and tidy fashion at the end of each shift. The CHSO must on a random basis after signing off on DSTI's at the end of shifts inspect such work areas to verify that such work areas are left in a neat and tidy condition. Should it be found that DSTI's are not a true reflection of the condition the work area was left in, the Supervisor must be engaged regarding the matter and if it is found to be a repeated situation, disciplinary measures must be implemented.

Waste disposal and general refuse disposal areas must be made available and barricaded off. The PC **MUST** ensure that refuse removal frequencies are in line with waste /refuse generation frequencies. If waste/refuse generation rates increase the removal frequencies must increase, no overflowing waste/refuse disposal areas will be tolerated.

Employees must, as part of the hazard communication process on DSTI's be made aware of the hazards and risks created due to poor housekeeping practises. Incidents of poor housekeeping practises and poor levels of supervisory enforcement of good housekeeping practises must be considered as part of offenses which may require steps to be followed as part of the PC's disciplinary process.

10.37	Incident and Injury Management

The PC must implement and ensure compliance with OH&S Act - General Administrative Regulations 6 and 8. This section must be read in conjunction with item 10.1 Accident, Incident Investigation.

The PC must have in position prior to site establishment and have submitted with his SSHSP for approval by CHSR suitable /sufficiently documented accident/ incident reporting system/procedure that is following all applicable statutory requirements.

Any incident or "near miss" involving the PC or its subcontractor's or any third party's personnel, property, plant or equipment, must with immediate effect be verbally reported to the CHSR by the PC's CHSO whether or not injury to personnel or damage to property or equipment resulted from such incident or "near miss". The verbal reporting must be followed within 48 hours by a brief written report stating the known facts and conditions including a preliminary assessment of the most likely consequence potential of the incident in the circumstances, as well as the preventative measures to be implemented by the end of the shift. The abovementioned procedure does not exempt the PC from providing accident reports required by Statutory Authorities.

In the event of any serious incident resulting in a fatality, or permanent disability, the incident scene must be left untouched until witnessed by a representative of the SAP. This requirement does not mean that First Aid cannot be administered, or the scene be made safe. In the event where items or equipment have to be moved to assist in removing injured person/s photographs detailing the scene of the accident must be taken if possible before the scene is disturbed preclude immediate first aid being administered and the scene being made safe.

Names and contact details of witnesses to the accident must be taken by the CHSO or a SHE Representative delegated with such responsibility by the CHSO ASAP after arriving at the scene of the accident to assist in the accident investigation procedure.

Failure by the PC's SHE Officer to provide the CHSR with the abovementioned report within the specified timeframe as required will result in the Construction Manager (CR 8.1) being required to submit to the CHSR with a letter indicating the reasons as to the required report not being submitted as well as when the report will be submitted which may not exceed 72 hours from the time of the incident. Failure to comply with the abovementioned requirements at the discretion of the CHSR may result in instructions to cease work being issued until the detailed report as required has been submitted.

In the event where an injury has taken place such injury must be managed by ensuring that appropriate medical treatment is provided to ensure that the injured person has the opportunity as far as is reasonably practicable taking the injuries sustained into consideration to return to a level of good medical fitness and be able to resume his normal day to day activities whatever they may be.

The PC must ensure that suitably qualified medical persons/practitioners must treat all injured persons.

10.38	Induction Training

Each employee and person wishing to enter the site must attend all mandatory Health and Safety Induction Training applicable to the project. No employee or visitor will be permitted to enter any project work site until he has attended this training. Each employee and visitor must carry proof that he has completed the induction training and may be removed from site if such proof cannot be produced on request.

All visitors must receive a visitor induction briefing before entering any project work site. However, this induction does not permit a visitor to enter a site unescorted. Visitors must be always accompanied by an appropriately senior employee who has been fully inducted.

10.39	Ladders, Portable

The PC must comply with OH&S Act - General Safety Regulation 13A. PC to ensure that:

- All ladders used on the site is constructed and used in compliance with the OH&S Act and Regulations.
- Ladders, which provide access to a working platform, must extend at least one meter above the platform where it provides access, and is secured to prevent slipping.
- Timber ladders must not be painted other than with clear preserving oils, clear varnishes etc.
- Damaged ladders must be removed from the work area, tagged unsafe and removed from site.
- All ladders must be tagged with a clearly visible tag or numbered which is recommended to be positioned below the second rung from the top, logged in a register and inspected by a competent person.
- All portable ladders when in use must be held by an assistant or properly tied down.
- All persons using ladders must be trained in the correct, safe use of ladders.

10.40	Lighting

The Principal Contractor (PC) must implement and comply with the OH&S Act – Environmental Regulations, Schedule E of the Regulation.

The PC must ensure that, where natural lighting is inadequate, workers are provided with a safe working environment through the provision of artificial lighting in all work areas and walkways.

Portable lights must be of robust construction, have adequate stability, and be fitted with a mechanical guard to protect the lamp. Makeshift lights, such as overhead fluorescent tubes positioned on floors or leaned against walls, are not acceptable. Cables and plugs must be in good condition and properly routed, preferably overhead, to prevent tripping hazards.

For work activities involving wet processes, cables and lights must be suitable for use in wet environments. All lighting must be electrically safe for use, including proper construction and cable integrity.

It is important to note that lighting classified as "plug-in" and "plug-out" is considered Portable Electrical Equipment. Such equipment must be numbered, inspected, and recorded on a Portable Electrical Equipment Register.

In the event of night work, illumination checks must be conducted to ensure compliance with minimum lighting requirements. Additionally, provisions for emergency lighting must be addressed to cover power failures.

10.41	Method Statements, Safety (SMS)/ Safe work procedures (SWP)

SMS's/SWP must be in line with the associated Risk Assessments. The SMS's/SWP's must detail in a step- by- step and methodical manner on how the task is to be done from beginning to the end and must indicate what tools/equipment will be used at each stage and/or how the work area is to be accessed. The Task Items listed in the SMS's/SWP must tie up exactly with the task items being assessed in the Risk Assessment document.

Acceptance of a SMS by the CHSR does not relieve the PC of his responsibility for ensuring full compliance with SSHSS and any applicable legislation.

10.42	Occupational Hygiene (Personal Hygiene and infectious Disease Management)

Hygiene and Waste Management on Site

1. **Hygiene Standards and Work Areas:**
   - **Personnel Hygiene**: Ensure that all personnel, including subcontractors, maintain high standards of personal hygiene and cleanliness in their work performance.
   - **Work Area Maintenance**:
     - **Cleanliness**: All work areas must be kept clean and tidy at all times.
     - **Waste Management**:
       - **Receptacles**: Provide sufficient waste collection receptacles throughout the site.
       - **Disposal Frequency**: Implement correct waste disposal frequencies to prevent waste accumulation and maintain a hygienic environment.

2. **Training and Personal Hygiene:**
   - **Training Program**:
     - **Content**: Ensure that employees are trained on the Personal Hygiene and Infectious Disease Management Plan.
     - **Hazard Identification**: The plan must identify any anticipated hazardous biological agents in the work environment.
     - **Protective Measures**: Train employees in measures to protect themselves against these biological agents and provide necessary resources to minimize health risks.

3. **Resting and Eating Areas:**
   - **Cleanliness**: Maintain resting and eating areas in a clean and tidy condition.
   - **Location**: Position these areas away from contaminants and hazards to prevent exposure to potential risks.
   - **Eating and Drinking**:
     - **Designated Areas**: Eating and drinking must only occur in designated areas. Prohibit consumption of food and drinks in work or office areas.

4. **Hand Washing Facilities:**
   - **Accessibility**: Provide easily accessible facilities for hand washing.
   - **Usage**: Ensure that personnel use hand washing facilities when transitioning between the construction area and site offices to prevent cross-contamination.

5. **Implementation Checklist:**
   - Hygiene Training: Verify that all personnel have received training on hygiene practices and infectious disease management.
   - Waste Receptacles: Ensure the availability of sufficient waste collection receptacles and establish a waste disposal schedule.
   - Resting and Eating Areas: Check that these areas are clean, well-placed, and comply with hygiene standards.
   - Hand Washing Facilities: Confirm that hand washing facilities are strategically placed and maintained for easy access.
   - Maintaining these standards will promote a safer and more hygienic work environment, reducing the risk of contamination and promoting overall health on site.

10.43	Personal Protective Equipment (PPE)

In accordance with the OH&S Act – General Safety Regulation 2, the Principal Contractor (PC) must ensure full compliance with the PPE requirements. It is important to remember that PPE should only be used as a last resort when all other risk mitigation measures have been exhausted.

1. **Minimum PPE Requirements:**
   - All personnel (including contractors and visitors) on-site must always wear the minimum required PPE.
   - The PPE must comply with the relevant South African Bureau of Standards (SABS) codes, and each item must be specifically designed and manufactured to meet the applicable standards.
2. **Standards and Certification:**
   - Each item of PPE supplied for use on the project site must be:
     - Designed and manufactured in compliance with the relevant **South African National Standards (SANS)**.
     - Alternatively, items may meet equivalent **ISO standards** or other internationally recognized standards.
3. **PPE as a Last Resort:**
   - The use of PPE must be considered a last line of defence after all other risk management and control measures have been applied.

<u>Visitors (minimum PPE)</u>

- Hard Hat,
- Reflective vest and
- Safety Boots.

<u>If required due to on-site risks,</u>

- Eye Protection,
- Hearing Protection,
- Respiratory Protection

No Visitor, regardless of title or position may be permitted to enter the construction site without the minimum PPE which is a Hardhat, Reflective Vest and Safety Boots. Should the CHSR when present on site find any person without the minimum PPE he may issue instructions to cease construction work.

On site Workers.

- Suitable protective clothing (Overalls for all employees working on-site)
- Personnel exposed to noise levels exceeding 85dB (A), SANS 11451 approved hearing protection.
- Gloves, (Type appropriate to risks, or recommended by product manufacturers).
- Eye Protection/Face shields, (Appropriate to risks, or recommended by product/equipment manufacturers).
- Leather spats, (Appropriate to risks, or recommended by product/equipment manufacturers).
- Safety harnesses, (Where work is conducted from a Fall Risk Position).

Additional PPE requirements must be determined through hazard identification and risk assessment. This hazard-specific PPE (such as hand protection, hearing protection and respiratory protection) must be worn as required (e.g., when in a certain area, when performing a certain task, or when working with a certain substance).

The correct PPE must always be worn:

- In accordance with site requirements (as indicated at the entrances to a project site and at the entrances to buildings and/ or designated areas on the premises).
- In zoned areas (e.g., noise zones and respirator zones).
- As required by a Safe Work Procedure, a risk assessment, or a Material Safety Data Sheet (MSDS).

PPE must be provided to the employees by the PC and Contractor at no cost to the employee. Due to hygiene risks associated with interchanging PPE Site visitors wishing to gain access to the site must have their own personal PPE.

Should a worker not have the required PPE he may not be permitted to work. Employees must be trained in the correct use and how to take care of PPE. Supervisors need to as part of the Pre-Shift inspections when conducting DSTI's check that employees have the required PPE and that it is in a good condition.

If an item of PPE has worn out, has become damaged, or is found to be defective in any way, it must be replaced by the contractor. Employees must be provided with facilities which enable them to store their PPE e.g., lockers.

Employees who wear prescription spectacles (i.e., require corrective lenses) must make use of either:

- Prescription safety glasses (with permanent fixed side shields) that conform to the requirements of a recognised national or international standard (e.g., CSA, ANSI, or equivalent), or
- Over-spec safety glasses or goggles.

Any person who refuses to wear PPE as required must be removed from the site.

Symbolic signs indicating mandatory PPE requirements must be prominently displayed at the entrances to a project site and at the entrances to buildings and / or designated areas on the premises where additional PPE is required. These signs must comply with SANS 1186.

The PC must ensure the:

- Control the issuing and replacement of PPE.

- Maintenance of a register as proof that items of PPE have been issued to Individuals with signatures of receipt of PPE.
- Keeping of adequate quantities of replacement PPE on site.
- Carrying out of regular inspections to ensure that PPE is being used correctly, is being maintained in a good, serviceable, and hygienic state, and is not being shared between employees.

10.44	Planned Task Observations

PLANNED TASK OBSERVATIONS

All contractor and sub-contractor supervisors must perform Planned Task Observations (PTO's) to verify that the control measures that have been identified in SWMS's (and associated Risk Assessments) are being adhered to and are being properly implemented, and to provide guidance where deviations are noted.

Each supervisor must complete at least one PTO per day involving one or more employees in his work team.

When an unsafe act or condition is identified, the supervisor must coach the work team to correct the act or condition in line with the Safe Work Procedure.

Where valid changes to the work method are identified, the supervisor must ensure that the SWMS/SWP and Risk Assessment are updated to reflect the current practice.

10.45	Portable Electrical Tools

The PC to ensure compliance with EMR 10 and CR 24. PC to ensure safe Portable Electrical Equipment is used on site. The PC is required to inspect/have inspected by an appropriately qualified person all portable electrical equipment as follows:

- Supply cabling distribution boards, fixed lighting, and portable appliances on a monthly basis or more frequently if required by frequency of use.
- Extension leads, welding machines, compressors, pumps, and portable hand- tools on a weekly basis.

All sub-Contractor equipment must be inspected and tested at the same intervals as indicated above. The PC must implement a management system to ensure effective inspection and control over equipment such as a monthly colour coding tagging system. Tagging must be durable and be able to withstand the stressors associated with working in a construction environment.

A record book/register must be kept reflecting the following:

- Item unique number
- Items inspected
- Deviations identified
- Signature Of Inspector
- Date of inspection

In addition to the abovementioned, the PC must ensure the following:

- That only trained authorized persons use the Tools.
- That equipment is inspected at the start and end of each shift and included in the DSTI.
- That damaged, unsafe equipment is removed from service, tagged unsafe for use until repaired and returned to service.

10.46	Public Safety and Security

Hoarding/Fencing

The PC must hoard/enclose the construction site to prevent unauthorised entry and disruption to the site where required. The hoarding must be as follows:

- The hoarding/ enclosure must be at least **1.8-meter-high** and must enclose the entire parameter of the site.
- It must be constructed of a material, which must be able to prevent unauthorised persons from entering the site such as welded mesh/ diamond mesh and 80% shade cloth.
- A Lockable gate must be at least 1.8 meters in height as well a security staff member to control access.
- Hoarding parameters must be as per project's decanting plan.

Warning / informative signs

The entrance of the site must have easily visible construction safety warning signs posted which must contain as a minimum of the following information:

- Construction activities ahead/ Construction Site.
- No unauthorised entry.
- Different Types of Personal Protective Equipment required for the site as per risk assessments.
- Speed limit (10 km/h), unless otherwise stipulated.
- Visitors to report to the site office.
- Where applicable the Construction Permit Number issued by DEL.

Appropriate warning signs must also be posted in different locations of the site to create awareness of danger eg. required PPE and deep excavations signs etc.
Informative signs indicating the Emergency Assembly Point/s, location of fire extinguishing equipment and first aid equipment must be displayed where required.

Location of site office

The location of the site office should be in an area that will not require visitors to pass through or enter areas where construction work is active and will not require the re-location of the office as the project progresses. The location of the site office must be included in the Site Layout Plan submitted with the SSHSP.

10.47	CHSO Roles and Responsibilities

The CHSO is required on a part time basis. The PC must ensure that the CHSO performs the following duties:

- Assist and co-ordinate the development of the SSHSP.
- Attend Project Planning Meetings.
- Assessment and approval of Sub-Contractors SSHSP's.
- Facilitation of Site HS Meetings.
- Identification of Hazards and risks relevant to the construction project through regular co-ordinated site inspections.
- Establish and maintain HS communication structures, systems, and distribution of HS specific documents to sub-contractors, compiling of project specific emergency preparedness documentation and supervising testing and evaluation of emergency preparedness plans.
- Conducting of induction training sessions.
- Evaluation of compliance by sub-contractors to project specific HS Plans and Client specification through inspections and audits.
- Overseeing the reporting and investigation of project related incidents.
- Overseeing the maintenance of all HS related records.

- Participation in management reviews of HS Systems.
- Draft and analysis of trend analysis to identify system deficiencies and incident trends, outline relevant improvements and incorporate changes into the HS management system.
- Reviewing and updating the SHE Plan.
- Ensuring that all staff, visitors, sub-contractors etc comply with the site rules and procedures.
- Ensure that no new workers or Contractors commences work without prior approval of their SSHSP or any other documentation as per required applicable legislative documentation.

The CHSO may not be removed or replaced without the approval of the CHSR.

10.48	Signage

The Pc must ensure that signage is posted on site as per site risks, legislative requirements e.g., General Safety Regulations or SANS, prohibiting entrance, specifying PPE requirements, location of First Aid Station and Fire Fighting Equipment etc. Signage must be noted on the site layout plan indicating where fixed/temporary signage is required.

Temporary electrical signage is to be included for the temporary electrical supplies. All rules or signage provided by the PC must to be adhered to. Where possible wording on signage must be in English and isiZulu.

10.49	Site Clearance

Site Clearance activities will vary depending on the condition of the site in terms of it being overgrown, if trees must be removed if redundant materials must be removed from site etc. All site clearance activities irrespective of what it entails must be conducted under supervision and subjected to the Risk Assessment Process as well as the development of SMS's (SWP's).

Where the site is overgrown with vegetation, RA's must make provisions for the presence of snakes, poisonous vegetation, sharp objects, open trenches and excavations and insects. All tools, equipment vehicles and machinery must be in a safe working condition and operated by trained competent persons. Employees must be provided with the required PPE.

10.50	Site Establishment

Site establishment can only be deemed complete when the site is enclosed, signage is posted, welfare facilities have been provided, containers have been placed etc. Upon site establishment being deemed as complete the PC must refer to the "Site Establishment Checklist" under item 12.6.1 which can be found under Annexures at the end of this document. Only once all items have been ticked as being present/completed can the PC proceed with other construction activities.

The checklist as indicated above must be signed by the CHSO and the CR8.1/CR8.7 and submitted to the CHSR. Should the CHSR upon conducting a site visit/audit and find that site establishment was not completed before commencing with other construction activities the CHSR may issue instructions to cease construction work until all outstanding items have been attended to.

10.51	Site Layout Plan

The PC must ensure that a Site Layout Plan is developed and submitted with the SSHSP as indicated in Annexure C of this document. This document must indicate items such as Location of the Site Office, Laydown areas, Location of welfare facilities, Traffic routes, location of first aid and emergency equipment etc. After Site establishment and as the project progresses the plan must be updated if required and a copy provided to the CHSR. The Location Plan must be displayed at the entrance to the site as well as at the site office.

10.52	Site-Specific Health and Safety Rules

The PC must provide and ensure implementation and compliance with the following Site-Specific Health and Safety Rules and requirements:

- Safe Access and Egress to be provided to and from work areas.
- Good Housekeeping and Stacking Practices to be implemented and always maintained.
- Continuous cleaning to take place especially at the end of the shift and be recorded in DSTI "close out "Section.
- Safe and orderly routing of electrical cables and air hoses to prevent tripping of persons must be always enforced.
- Rigging Studies must be conducted for all heavy and/or difficult lifts.
- No lifting of loads in windy conditions exceeding 30 km/h depending on RA, Rigging Study, dimensions and weight of the load and lifting capability of the crane.
- Prohibition of certain activities in wet conditions e.g. un-shored excavations, use of portable electrical equipment, elevated work, roof work etc.
- Employees may not be transported on the back of a bakkie and or truck, unless fitted with a canopy and separated by means of a barrier from tools and equipment.
- All elevated work must include compulsory use of Lifelines (unless secured to an approved fixing point), Safety Harnesses & Fall Arrestors including a height rescue system and training of rescuers. To comply with SABS-EN – 353-355,358,360-365,795,813&SABS033, 1833, 341,564-567,892,1891,12277 and 4878 -Fall Right SA standards or equivalent - always attached in elevated positions and use of double lanyards.
- Scaffolding must comply with **SANS 10085-1:2024** standards. Scaffold inspectors and Erectors may not be the same person. Access ladders must be erected on the inside of frames, staggered every 2 meters with a safe landing platform. Trapdoors must be provided on working platform. Scaffold must remain tagged "Unsafe for use" until certified "Safe for use". If modified to be re-tagged "Unsafe for use: until certified 'Safe for use".
- Where required workbenches must be provided for onsite work.
- Barricading must be able to sustain loads imposed on it, should a fully grown person fall against it or lean against it, solid frame covered with orange netting to highlight presence.
- Tools and equipment used in working at heights to be secured by use of lanyards/Tool belts.
- Minimum PPE required to permit entry onto site: Safety boots, Hard Hat and Reflective Vest.
- When grinding, welding and gas cutting operations take place Shields and extinguishers must be used to contain sparks and control fire spread. Fire watchers to be posted whenever Hot Work is conducted.
- Guide ropes must be used whenever lifting operations are conducted.
- Flagmen must wear reflective vests.
- Heavy mobile plant and earth moving equipment must be fitted with rotating lights and operated with lights on and functional reverse hooters and/back up alarms.
- Concrete buckets to be fitted with safety Chains and opening wheels.
- All portable generators and welding machines with electrical outlet sockets must be fitted with earth leakage switches.
- All electrical items used in wet conditions must be fitted with waterproof caravan type plug fittings.
- No machinery e.g. grinder designed with guards may be operated without guards unless approved by CHSR.
- All Self- Propelled mobile machines must be fitted with Fire Extinguishers, Revolving Lights and Back-up and Reverse Hooters.

- All oxygen –acetylene cylinders must be fitted with Flashback Arrestors and proper, good condition hoses and clamps in a trolley equipped with a fire extinguisher.
- Supervision ratios between Foreman and workers not to exceed 1:15 ratio.
- Staff to always wear appropriate PPE with sufficient replacements to being available.
- All employees on site to carry identification e.g. ID card reflecting the following information:
- Initials and surname.
- Designation.
- Company number.
- Name of Employer,
- and proof of induction, sticker on hardhat unless otherwise agreed with CHSR.

Welfare Facilities to:

- Be protected from environmental conditions such as rain, sun, and wind.
- Tables and Chairs to be provided in eating areas.
- Refuse bins for disposal of food containers and food scraps.
- Hand washing facilities.
- Portable toilets 1:10 ratio.
- Separate male and female toilets with doors that can be locked from the inside.
- Running water, soap, and toilet paper to be always available at toilets.
- All facilities to be always kept in neat hygienic condition.

10.53	Smoking on site

The PC may not permit any person to smoke on site unless in designated area, which has clearly been identified by means of signage being posted indicating it as the designated smoking area which has been selected in accordance with applicable legislative requirements. Applicable receptacles must be provided for the disposal of cigarettes buts to ensure good housekeeping standards are maintained and prevent accidental fires being started.

10.54	Stacking and Storage of Materials

The PC must ensure compliance with CR 28 and General Safety Regulations 8. Stacking and Storage must take place under the supervision of an appointed competent person.

Storage areas must be designated, kept neat and under control. Inspections of stacking and storage areas must be done and recorded on a register which must be kept on the SSHSF. Adequate stacking, storage and lay down areas must be provided on site. If unauthorized persons can enter an area where materials are stacked, such area must be barricaded off to prevent access to such area. Stacks should not exceed the height to width ratio of 3:1.

Hazardous chemical substances must be stored in dry storeroom as per the specifications of their material safety data sheets.
No materials may be stored outside the site perimeter, unless agreed to in writing with the CHSR and Project Leader.

10.55	Scaffolding

Scaffolding (CR 16 / SANS 10085 – 1:2024)
The Principal Contractor must ensure that all scaffolding operations are carried out under the supervision of a competent person and that all erectors, team leaders and inspectors are competent to carry out their work. The

Principal Contractor must ensure that scaffolding when used and erected complies with the safety standards as per **SANS 10085-1:2024**

10.56	Sub-Contractors

Subcontractor Health and Safety Responsibilities

- **Responsibility**: All subcontractors are responsible for their own health and safety on site.
- **Mandatory Agreements**: The Principal Contractor (PC) must sign Section 37(2) mandatory agreements with subcontractors. These agreements will outline arrangements and procedures to ensure that subcontractors and their employees comply with the Occupational Health and Safety (OHS) Act, Act 85 of 1993, Construction Regulations (CR), and the Site-Specific Health and Safety Specifications (SSHSS).
- **Site-Specific Health and Safety Plan (SSHSP)**:
  - **Requirement**: Subcontractors must develop their own Site-Specific Health and Safety Plan (SSHSP) relevant to the scope of work they will perform.
  - **Approval**: The SSHSP must be approved in writing by the PC's Chief Health and Safety Officer (CHSO). Records of these approval letters must be maintained in both the PC's and the subcontractor's SSHSF (Safety, Health, and Environmental File).
- **Commencement of Work**:
  - **Approval Condition**: The PC must not allow any subcontractor to commence work on site without their SSHSP being approved.
  - **Compliance Monitoring**: The PC is responsible for ensuring compliance with these requirements and monitoring the subcontractor's adherence. Failure to do so may be viewed as a failure to enforce good Safety, Health, and Environmental (SHE) practices and comply with the Act, CR, and SSHSS.
  - **Cease Work Instructions**: Non-compliance may result in the Client Health and Safety Representative (CHSR) issuing instructions to cease work.

10.57	Transportation of Workers

Transportation of Personnel and Goods

The Principal Contractor (PC) and Subcontractors shall not:

- **Transport of Goods and Tools**: Transport persons together with goods or tools unless there is a designated area or section of the vehicle, separated or partitioned from the area where workers are seated, for storing such goods or tools.
- **Transport on Truck Beds**: Transport persons on the back of trucks unless a proper canopy (adequately covering the sides and top) is provided with suitable seating areas.
- **Safety on Vehicles**: Permit workers to stand or sit on the edge of the transporting vehicle.
- **Light Duty Vehicles (LDVs)**: Transport workers in a light duty vehicle (LDV) unless it is closed/covered and equipped with the correct number of seats for passengers.
- **Passenger Limits**:
  - No driver may transport more than six people on the back of a 1-ton LDV.
  - No driver may transport more than four passengers on the back of a ½-ton LDV.
- **Cab Occupancy**: The driver of any LDV may not permit more than two passengers to occupy the cab of the LDV.
- **Driver Licensing**: Drivers must possess a valid driver's license for the vehicle code they are operating.

10.58	Trespassing

The PC and his employees may not trespass on any land/area outside the limits of the site, as indicated at the time of Site Handover, and must communicate such requirement to his sub-contractors. The PC must ensure that all fences are maintained during the Contract.

The PC and his employees are required to work only in the specified construction areas and access to these areas is only by specified routes. Should access routes change due to work related issues on site such routes with applicable restrictions must be communicated to the employees. Changes in routes must go with the required barricading and signage to prevent unauthorised persons from using such routes to access the site where such routes may enable unauthorised persons from entering the site,

Where changes in routes may have a negative impact on the day-to-day functions of persons other than that of the PC such changes in routes must take place in consultation with such affected parties.

10.59	Toolbox Talks

The contractor must prepare a Toolbox Talk on a weekly basis and must share it with all personnel for which the contractor is responsible (including all sub-contractors). Toolbox Talks must address health and safety issues that are relevant to the work performed on the project site and must include information and / or knowledge sharing, lessons learnt from incidents that have occurred, information concerning specific hazards and / or risks and control measures to prevent injury, etc.

Attendance records must be kept and maintained in the contractor's SSHSF.

10.60	Visitors to Site

The PC must ensure that all Visitors to the site are subjected to a site-specific safety induction training session prior to being allowed access to site. Visitors are required to conform to the Site PPE requirements and should arrive at site with the appropriate PPE, with the minimum being safety boots/shoes, hard hat and a vest.

Visitors must not be permitted to roam around on site without being accompanied by a representative of the PC, so as to make them aware of on-site hazards, risks, No-Go areas etc.

10.61	Waste Management

The PC must ensure that a Waste Management Plan must be developed which must be submitted with the SSHSP as indicated in Annexure C. It must be kept in mind that a site with areas overflowing with waste creates health hazards, attracts rodents and a poor image of the company.

Sufficient receptacles and designated stored areas must be provided which must be cleared frequently. Consideration must be taken of the types of waste generated and where required waste separation must form part of the Waste Management Plan. Environmentally hazardous waste such as empty paint tins, fluorescent light fittings, asbestos etc must be disposed of in line with applicable legislative requirements.

10.62	Water Management

The PC must keep in mind that South Africa is a country with limited water resources. Water may only be obtained on site, as per contract stipulations. The PC may not make unauthorised water connections. Where water is brought onto site by means of water tankers the PC must ensure that the water is suitable for its intended use.

The PC must communicate to all workers the importance of water conservation and management. Run-off water from washing and cleaning activities must be managed in a controlled manner to not create areas where water becomes stagnant contributing to the creation of areas for mosquitos to breed. Run-off water must also not contribute to the creation of slippery surfaces. It is recommended that taps are of the press-button type to reduce water wastage.

No hazardous substances such as paints, oils etc may be disposed of into drains, and sewers.

10.63	Welding, Grinding, Cutting etc.

The PC must comply with the requirements of the OHS Act-Construction Regulation 29. The Pc must also ensure the following:

- That all equipment used is in a safe working condition.
- That Hot Work Permits have been issued by the appointed Competent Person.
- That where required the necessary screens have been erected to protect against harmful rays and sparks.
- The presence of close proximity fire extinguishing equipment.
- Dampening down takes place where required.

10.64	Welfare Facilities

The PC must implement and comply with Construction Regulation 30. PC to ensure:

- Sufficient chemical ablution facilities on site where connection to existing sewer system is not possible.
- Separate facilities must be provided for males and females with gender signs posted at entrance or on door.
- Ablutions must be serviced weekly as a minimum.
- Safe drinking water must be provided to employees.
- Safe, clean storage areas for workers personal belongings and clothing to be provided.

10.65	Working at Heights

Compliance with Construction Regulation, Section 10

The Principal Contractor must ensure compliance with Construction Regulation Section 10. This includes:

1. **Fall Protection Plan:** A Fall Protection Plan, developed by a competent person designated as the Fall Protection Plan Developer and registered with the Institute of Working at Heights or a similar body, must be available on site. All employees working from fall risk positions must understand this plan. Employees must protect themselves from falls by wearing a full-body harness with the lanyard attached as high as possible above their head to a lifeline or other approved and tested anchor point.
2. **Fall Risk Activities:** The following activities are considered fall risk and must adhere to Section 10 of the Construction Regulations:
    - Working on the edge of an excavation with a risk of falling into it.
    - Working on the edge of a vertical drop with a risk of falling.
    - Working on top of trucks.

For these activities, the hierarchy of controls must be implemented. As a minimum, employees must wear PPE, including a full-body harness attached to a restraint.

3. **Documentation and Training:** Before work commences, the Principal Contractor must ensure that method statements, appropriate risk assessments, safe work procedures, and training are in place. All workers exposed to fall risk must complete formal SAQA-accredited "Working from Height/Fall Risk Position" training.
4. **Fall Restraint Systems:** Whenever possible, fall restraint systems should be used, except during the assembly or dismantling of top components where it is not deemed safe. Relevant SANS codes applicable to the works and the project, such as SANS 10085, SANS 50355, and SANS 50361, must be followed.
5. **Contracted Work:** If any work is contracted out, a competent contractor must be appointed, and documentation must meet project requirements. The Principal Contractor must note this in the H&S Plan. The Plan should be developed and managed by a competent person for the project's duration.
6. **Additional Requirements:**
    - Notices must be posted.
    - Restrictions or stoppage procedures must be in place when weather conditions are hazardous.
    - A permit system for working from fall risk positions must be established.
    - Measures to prevent falling tools or equipment must be implemented.
7. **Certificates of Fitness:** All workers must have valid certificates of fitness that cover the duration of the works. The requirements for medical surveillance and relevant SANS codes must be adhered to. Registers and all relevant documentation should be kept in the H&S file.
8. **Qualifications for Fall Protection Planner:** The Fall Protection Planner must have at least the following qualification:
    - Accredited SAQA Unit Standard 229994

Additional OHS Considerations

Working in Inclement Weather

Construction Work During Rain

- Electrical tools must not be used during rainy weather in open areas.
- Work may proceed in waterproof areas where there is no risk of electrocution.
- Areas cleared for work during rain include workshops, offices, and ground-level work areas, provided they are maintained in a safe, dry condition.

11.	Annexures

11.1.	Annexure A: Contractors Health and Safety Declaration

CONTRACTORS HEALTH AND SAFETY DECLARATION FOR TENDERS

Project Name: Ndlangubo Clinic

WIMS Number: 058501

Client: Department of Health

INTRODUCTION

In terms of Construction Regulation 5(1) (h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client 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, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Tender.

DECLARATION

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Site-Specific Health and Safety Specification attached in the tender document.
2. I hereby declare that my company and its employees have the necessary competency and resources to safely carry out the construction work under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specification.
3. I hereby confirm that adequate provisions have been made in my tender to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Site-Specific Health and Safety Specification.
4. I confirm that I may not commence with any part of construction work under the contract until the Client has approved my OH&S Plan in writing.
5. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:

    a) Client's Site-Specific Health and Safety Specification,
    b) Approved Construction Occupational Health and Safety Plan,
    c) Occupational Health and Safety Act, Act 85 of 1993,
    d) Construction Regulations of February 2014, and
    e) Any other documentation as specified in the SSHSS or as required by the CHSR.

6. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and Construction Regulations 2014, and accept that my tender will be rejected.

Signature: ..... **Date: .....**

(Person duly authorised to sign on behalf of Tenderer)

11.2.	Annexure B: Structure of the Health and Safety File to be submitted for approval

No.:	Item	To be submitted for approval	Comments
1	INDEX	Yes	None
2	Safety Plan Approval Letter and Appointment letter	No	To be filled in SSHSF after issuing by CHSR
3	Letter of Good Standing	Yes	To be kept up to date and filled in SSHSF
4	Signed and dated SHE Management Plan	Yes	To be filled in SSHSF
5	Organogram	Yes	To be placed on the SSHSF, kept updated and to correlate with legal appointments.
6	Signed and dated Health and Safety Policies	Yes	To include communication Register and filled in SSHSF
7	Site Layout Plan	Yes	To be kept updated and filled in SSHSF
8	Signed and dated Emergency Plan	Yes	To be kept updated and filled in SSHSF
9	Signed and dated Environmental Management Plan	Yes	To be kept updated and filled in SSHSF
10	Signed and dated Personal Hygiene and Infectious Disease Management Plan	Yes	To be kept updated and filled in SSHSF
11	Signed and dated Fall Prevention Plan	Yes	To be reviewed prior to work being conducted, and filled in SSHSF with communication record
12	Risk assessments and Method Statements	No	To be kept on SSHSF with communication records
13	Daily Safe Task Instruction (DSTI)	No	To be signed off at the start and end of shift with communication record, to be kept in SSHSF.
14	Induction Course	No	To be reviewed, kept updated and include communication record register. Filled in SSHSF.
15	Toolbox talks	No	To include communication register and filled in SSHSF.
16	PPE Issue Record	No	To include training in correct use etc and filled in SSHSF.
17	Sub – Contractor Monthly Audit records	No	To be discussed at SHE Committee meeting, closed out and kept on SSHSF.
18	External Audit Reports	No	To be discussed at SHE Com Meetings, Internal Meetings etc and filed in SSHSF.
19	Self-Audit Format	Yes	To be completed on a monthly basis, forwarded to team members at least 7 days before progress meeting, to report on close out at the meeting. Filed on the SSHSF.
20	Sub- Contractor Appointments and scope and list	No	To be kept on SSHSF
21	Section 37(2) Agreements	No	To be kept on SSHSF.
22	Copy of Construction Regulations	No	To be kept on SSHSF.

23	Construction Manager (CR 8(1))	Yes	Including CV / Proof of Competency. To be kept in the SSHSF.
24	Assistant Construction Manager (CR 8(2))	Yes, if applicable	Including CV / Proof of Competency. To be kept in the SSHSF.
25	SHE Officer (CR 8(5))	Yes	Including CV / Proof of Competency and SACPCMP Registration. To be kept in SSHSF.
26	Construction Supervisor (CR 8(7))	Yes	Including CV / Proof of Competency. To be kept in SSHSF.
27	Assistant Construction Supervisor (CR 8(8))	Yes, if applicable.	Including CV / Proof of Competency. To be kept in SSHSF.
28	Risk Assessor (CR 9 (1))	Yes	Including CV / Proof of Competency. To be kept in SSHSF.
29	Fall Prevention Planner (10 (1)(a))	Yes	Including CV / Proof of Competency. To be kept in SSHSF.
30	Excavation Supervisor (CR 13(1)(a))	No	Including CV / Proof of Competency. To be kept in SSHSF
31	Scaffold Supervisor (CR 16(1))	No	Proof of Competency. To be kept in SSHSF
32	Scaffold Erector (CR 16 (2))	No	Proof of Competency. To be kept in SSHSF
33	Scaffold Inspector (CR 16(2))	No	Proof of Competency. To be kept in SSHSF
34	Temporary Electrical Installation Inspector (CR 24(d))	No	Proof of Competency. To be kept in SSHSF
35	Fire Equipment Inspector (CR 29(h))	No	Including basic Fire Fighting Training proof of competency
36	Portable Electrical Equipment Inspector (EMR 9)	No	Appointment to be kept in the SSHSF
37	First Aider GSR (3(4))	No	Including at least Level 2 First Aid Competency. To be kept in the SSHSF
38	Ladder Inspector (GSR 13 (a))	No	Appointment to be kept in the SSHSF.
39	Hazardous Chemical Substances Supervisor (HCSR 3(3))	No	Appointment to be kept in the SSHSF.
40	Hand Tool Inspector (Sec 8(2)(a))	No	Appointment to be kept in the SSHSF.
41	SHE Representative (Sec 17)	No	Including proof of Competency. To be filled in SSHSF
42	Sub-Contractor (CR 7(1)(c)	No	As per applicable legislative requirements
43	Electrical Contractor (EIR 6)	No	Including proof of Professional Registration
Note: All site-specific legal appointments to be conducted prior to commencement of construction activities. Registers as required by the scope of work, equipment, facilities etc.			

11.3.	Annexure C: Draft Occupational Health and Safety BOQ

HEALTH AND SAFETY IMPLEMENTATION AND MANAGEMENT COSTING

Due to the nature of this project, the contractor must keep this page updated as work progresses. Items may be added or deleted if required

ITEM	DESCRIPTION	UNIT	QUANTITY	MONTHS (Indicative)	RATE	AMOUNT (a)x(b)
1	**MEDICALS**					
1.1	Pre-employment medical	Nr.				
1.2	Psychological medical for working at heights (When required)	Nr.				
1.3	Psychological medical for working motorized equipment & construction machinery (When required)	Nr.				
1.4	Medical for working asbestos (When required)	Nr.				
1.5	Routine medical as per requirement of job activities (When required)	Nr.				
1.6	Re-medicals – yearly (When required)	Nr.				
	OTHER ITEMS					
	TOTAL					
2	**PERSONAL AND GENERAL PROTECTIVE EQUIPMENT**					
2.1	Standard Overalls X2 (SABS Approved)					
2.2	Hard Hats					
2.3	Safety Boots/Shoes. Steel toecap Gumboots					
2.4	Gloves					
2.5	Hearing Protection (Ear Plugs)					
2.6	Eye Protection (Goggles)					
2.7	Reflective vests					

2.8	Orange Star Netting - 1.2m High	m				
2.9	Orange Plastic Road cones (When required)	Nr.				
2.10	Plastic Reinforce Caps (Rebar, when required)	Nr.				
2.11	Dust masks	Nr.				
	OTHER ITEMS					
	TOTAL					
3	**FIRE FIGHTING**					
3.1	Fire extinguishers - 4.5Kg	Nr.				
3.2	Training	Nr.				
3.3	Other - Drip trays (When required)	Nr.				
	OTHER ITEMS					
	TOTAL					
4	**HEALTH AND SAFETY PERSONNEL**					
4.1	Part Time Safety Officer (1 x day a week)	Nr.				
4.2	Full time Safety Representatives (When required)	Nr.				
4.3	Fire Watchers (When required)	Nr.				
4.4	First aiders	Nr.				
4.5	Occupational hygienist (When required)	N/A				
4.6	Construction Phase SHE Plan					
	OTHER ITEMS					
	TOTAL					

5	**FACILITIES**					
5.1	Provision of ablution facilities	Nr.				
5.2	Service and maintenance of ablution facilities	Nr.				
5.3	Provision of eating areas	Nr.				
5.4	Cleaning of Lay down and other storage areas	Nr.				
5.5	Wash hand basin	Nr.				
	OTHER ITEMS					
	TOTAL					
6	**FALL PREVENTION / PROTECTION (when required)**					
6.1	Safety harnesses with double lanyards	Nr.				
6.2	Lifelines and vertical fall arrest systems, refer to the scope of work	Nr.				
6.3	Scaffolding – material, erection and inspection (Estimate for project)	Nr.				
	OTHER ITEMS	**Item**				
	TOTAL					
7	**LIFTING MACHINERY AND EQUIPMENT (when required)**					
7.1	Annual inspections and load testing as per legal requirement	Nr.				
7.2	Certification of all lifting gear during the course of the project	Nr				
7.3	Third Party Inspections	N/r				
7.4	Inspections for approval of equipment (AIA)	N/r				
7.5	Slings	N/r				
7.6	Chains	N/r				

	OTHER ITEMS					
	TOTAL					
8	**INSURANCES**					
8.1	COID cover for the project	Nr.				
8.2	Liability insurances	Nr.				
	TOTAL					
10	**FIRST AID**					
10.1	First aid boxes	Nr.				
10.2	Rescue equipment and stretchers	Nr.				
10.3	Replenishment of boxes and other supplies	Nr.				
10.4	Hazchem Spill kits	Nr.				
	OTHER ITEMS					
	TOTAL					
11	**TRAINING**					
11.1	SHE Representative (when required)	Nr.				
11.2	Supervisor A2 (No cost)	Nr.				
11.3	First Aid Level 2	Nr.				
11.4	Fire Fighting	Nr.				
11.5	Legal Liability	Nr.				
11.6	Scaffold Inspector (when required)					
11.7	Scaffold Erector (when required)					
11.8	Basic Working at Heights (when required)					

	OTHER ITEMS					
	TOTAL					
12	**SIGNAGE**					
12.1	All signage as required by law: regulatory, warning and information	Nr				
	OTHER ITEMS					
	TOTAL					
13	**ELECTRICAL (when required)**					
13.1	Locks required for lockouts	Nr.				
13.2	Tags	N/r				
13.3	Permit Books	N/r				
13,4	Callipers	N/r				
13.5	Key Safes	N/r				
	OTHER ITEMS					
	TOTAL					

Initials & Surname: NI Nyawo
Designation: Health and Safety Officer
Office: North Coast Region

T2.33 - BASELINE RISK ASSESSMENT			
Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

T2.34 - MANDATORY REQUIREMENTS

Failure to submit any of the following documentation in the prescribed format will lead to **immediate disqualification** of the tender:

No.	REQUIREMENTS
1	Proof of working capital at least 1.5% of the project value in the form of original or copy of bank statement with bank stamp from a registered financial institution not older than 3 months or original/ certified copy of signed letter on a letterhead from registered financial institution indicating willingness to finance the contractor at a value of 1.5% of the contract value not older than 3 months. (T2.36)
2	Final summary of Bills of quantities (T2.22). The Bills of Quantities must be fully priced on the flash drive and submitted with the returnable section of this tender document. Hand-written completion of the Bills of Quantities will only be required at award stage from the successful Tenderer.
3	Schedule of previously completed borehole projects (2) to the value of 2CE contract or Higher is required in the past (5 years) - Letters of award, practical completion or completion certificates and reference letters for the projects completed (T2.38)
4	Proof of two original or certified copy of the original letters of credit references not older than 6 months with a combined minimum of R500 000.00 to be submitted. The letters must be dated, signed, and on the letterhead of the supplier. (T2.37).
5	Signed letter of intent to provide a construction guarantee to a value of 5% of the project value (T2.39)

PART A
INVITATION TO TENDER - SBD 1

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE KWA-ZULU NATAL DEPARTMENT OF WORKS

TENDER NUMBER:	ZNTU04288W	**CLOSING DATE:**	As Per Tender Advert	**CLOSING TIME:**	11:00
DESCRIPTION					

THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT

TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT *(STREET ADDRESS)*

KZN Department of Public Works and Infrastructure, North Coast Region, 709 Wombe Street unit "A" Ulundi, ULUNDI, 3838

SUPPLIER INFORMATION

NAME OF TENDERER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		**CSD No:**	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick YES or NO)	Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT (Tick YES or NO)	Yes
	No			No
If YES, State the name of the verification agency accredited by SANAS				

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes		NO		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS**	YES		NO	
	[IF YES ENCLOSE PROOF]				**(IF YES ANSWER PART B:3 BELOW)**				

SIGNATURE OF TENDERER		**DATE**	
CAPACITY UNDER WHICH THIS TENDER IS SIGNED (Attach proof of authority to sign this tender; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL TENDER PRICE (ALL INCLUSIVE)**	

TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B
TERMS AND CONDITIONS FOR TENDERING - SBD 1

1. TENDER SUBMISSION:

1.1. TENDERS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE TENDERS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE

1.3. TENDERERS 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 TENDERING INSTITUTION.

1.4. WHERE A TENDERER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE TENDER DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TENDERING INSTITUTION.

1.5. THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT ARE THE CLAUSES CONTAINED IN THE GENERAL CONDITIONS OF CONTRACT (2010) (SECOND EDITION) PUBLISHED BY THE SOUTH AFRICAN INSTITUTION OF CIVIL ENGINEERING. COPIES OF THESE CONDITIONS OF CONTRACT MAY BE OBTAINED THROUGH MOST REGIONAL OFFICES OF THE SOUTH AFRICAN INSTITUTION OF CIVIL ENGINEERING, OR BY VISITING THEIR WEBSITE AT WWW.SAICE.ORG.ZA; AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 TENDERERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE TENDER.

2.5 IN TENDERS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO 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.

3. QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS

3.1. IS THE TENDERER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO	
3.2. DOES THE TENDERER HAVE A BRANCH IN THE RSA?	YES		NO	
3.3. DOES THE TENDERER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO	
3.4. DOES THE TENDERER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO	

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE TENDER INVALID.

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

T2.36 - Proof of working capital at least 1.5% of the project value in the form of original or copy of bank statement with bank stamp from a registered financial institution not older than 3 months or original/ certified copy of signed letter on a letterhead from registered financial institution indicating willingness to finance the contractor at a value of 1.5% of the contract value not older than 3 months.

T2.37 - PROOF OF CREDIT REFERENCE

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

T2.37 - Proof of two original or certified copy of the original letters of credit references not older than 6 months with a combined minimum of R500 000.00 to be submitted. The letters must be dated, signed, and on the letterhead of the supplier

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

T2.38 - Schedule of previously completed borehole projects (2) to the value of 2CE contract or Higher is required in the past (5 years) - Letters of award, practical completion or completion certificates and reference letters for the projects completed

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

T2.39 - Signed letter of intent to provide a construction guarantee to a value of 5% of the project value

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
DEPARTMENT OF PUBLIC WORKS

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

CONTRACTUAL SECTION

ONE VOLUME APPROACH

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

Engineer/Principal Agent
KZN Department of Public Works
Private Bag X 42
Ulundi
Ulundi
3838
035-874 3233 - Tel Number
N/A - Fax Number
[Email Address]

Quantity Surveyor
KZN Department of Public Works
Private Bag X 42
Ulundi

3838
035-874 3349 - Tel Number
[Fax Number including Area Code] - Fax Number
[Email Address]

Employer:
Head: Public Works
KZN Department of Public Works
Private Bag X 9041
PIETERMARITZBURG
3200
Tel Number: 033 - 8971300
Fax Number: N/A

Region:
Regional Manager
KZN Department of Public Works
Private Bag X 42
Ulundi
3838
Tel Number: 035-874 3349
Fax Number: 035-874 2519

Tender Number: **ZNTU04288W**
CIDB Grading: **3CE OR HIGHER**
ECDP Number: **N/A**

Project Code: **058501**
Document Date: **As Per Tender Advert**

Contracting Party: _____
CIDB Registration number: _____
Central Suppliers Database Registration Number: _____

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
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ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

THE CONTRACT

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

C1 - AGREEMENT AND CONTRACT DATA

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Tender No - ZNTU04288W

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

C.1.1 - FORM OF OFFER AND ACCEPTANCE

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See end of Returnable Documents) OF THIS DOCUMENT AS PART OF THE RETURNABLE DOCUMENTS. ONCE A CONTRACT IS CONCLUDED WITH A SUCCESSFUL TENDERER, THIS PAGE WILL BE REPLACED WITH THE FILLED AND SIGNED OFFER AND SIGN ACCEPTANCE BY THE EMPLOYER AND IT WILL BECOME PART OF THE CONTRACT.

PLEASE SUBMIT THE OFFER AND ACCEPTANCE FORM WITH THE OTHER RETURNABLE DOCUMENTS.

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA:
with GCC for Construction Works - Second Edition 2010

CONTRACT DATA FOR:

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

Tender no: **ZNTU04288W**

The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saice.org.za.

CONTRACT SPECIFIC DATA
The following contract specific data are applicable to this contract:

CONTRACT VARIABLES

This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this **agreement.**

Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in *[ ]* brackets.
The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.

Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:

PRE-TENDER INFORMATION

CONTRACTING AND OTHER PARTIES

[1.1.1.15] **Employer:**
Head: Public Works (KZN Department of Public Works: Province of KwaZulu-Natal)
Postal address:
Private Bag X 9041
PIETERMARITZBURG
3200
Tel: ***N/A*** Fax: ***033 - 8971300***

[1.2.1.2] Physical address:
191 Prince Alfred Street
PIETERMARITZBURG
3200

[1.1.1.16] **Employers Agent 1**
KZN Department of Public Works
Agent's service:
Quantity Surveyor
Postal address:
Private Bag X 42
Ulundi
3838
Tel: ***035-874 3349*** Fax: ***[Fax Number including Area Code]***

Employers Agent 2
[Agents Name]
Agent's service:
[Identify Agent's Service, eg. Engineer]
Postal address:
[P.O. Box number]
[Name of town]
[Code]
Tel: ***[Tel Number including Area Code]*** Fax: ***[Fax Number including Area Code]***

Employers Agent 3
[Agents Name]
Agent's service:
[Identify Agent's Service, eg. Engineer]
Postal address:
[P.O. Box number]
[Name of town]
[Code]
Tel: ***[Tel Number including Area Code]*** Fax: ***[Fax Number including Area Code]***

Employers Agent 4
[Agents Name]
Agent's service:
[Identify Agent's Service, eg. Engineer]
Postal address:
[P.O. Box number]
[Name of town]
[Code]
Tel: ***[Tel Number including Area Code]*** Fax: ***[Fax Number including Area Code]***

	Non-Working days
[5.8.1]	Non-Working days **Sundays** Special non- working days **All Nationally Recognized Public Holidays and the year end break**
[5.8.1]	First Year end break - commences ***16-Dec-26*** ends on ***09-Jan-27*** Second Year end break - commences ***16-Dec-27*** ends on ***09-Jan-28*** Third Year end break - commences ***N/A*** ends on ***N/A*** Fourth Year end break - commences ***N/A*** ends on ***N/A***
	Engineer/Principal Agent to consult with Employer
[3.1.3]	The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.
	Security
[6.2.1]	The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2.
[6.2.1]	Please see CONTRACT DATA - below to select Guarantee Option
	Commencement Date
	Commencement date means the date of Site Hand over that should not occur prior to the tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.
	*The **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)* *The agreement ("this document") consists of;* *1. Agreement and Conditions of Contract.* *2. Form of Offer and Acceptance.* *3. Contract Data.* *4. Scope of Works.* *5. Site Information.* *6. Drawings & documents referred to in the 1 to 4 above.* *(See Form of Offer and Acceptance)*
[5.3.1]	The contractor shall commence executing the Works within 7 calendar days from the Commencement Date.
[5.4.1]	***Possession of the* site** will be given within 10 calendar days after the **contractor** has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one fully signed copy of the Form of Offer and Acceptance from the **employer.**
[5.6.1]	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.
	CONTRACT DETAILS
[1.1.1.33]	***Works*** description: Refer to document C3 – Scope of Work.
[1.1.1.30]	***Site*** description: Refer to document C4 – Site Information.
	Specific options that are applicable to a **State** organ only Where so :
[6.10.6.2]	***1)*** Interest rate legislation: ***(a)*** in respect of interest owed by the **employer**, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and ***(b)*** in respect of interest owed to the **employer**, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply ***2)*** Lateral support insurance to be effected by the contractor: ***Yes X*** ***No*** ***3)*** Payment will be made for materials and goods ***Yes X*** ***No*** ***4)*** Dispute resolution by litigation ***Yes*** ***No X*** ***5)*** Extended **defects** liability period applicable to the following elements: ***Electrical, Mechanical and Civil work***
[8.6.1.1.2]	The Value of material, supplied by the Employer, and not included in the Contract Price, is: ***R0,00***
[8.6.1.1.3]	The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance: ***30% of the Contract Price***
[8.6.1.3]	The limit for indemnity for liable insurance is: ***Unlimited***
[6.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is: ***33,30%***
[1.1.1.14]	**Practical Completion Date** The Practical Completion date is: **A time measured from the Commencement date.**
	For the **works** as a whole: The whole of the works shall be completed within: ***6*** *Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).*
[5.5.1]	The date for **practical completion** shall be ***To be determined***
[5.13.1]	The penalty per calendar day shall be : ***0.04% of the Contract Price, rounded to the nearest R10***

(a) in respect of interest owed by the **employer,** the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and

(b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

1. The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted.
2. No claims for stoppages less than 2(two) hours per day shall be considered.
3. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days.
4. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage.
5. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date.
6. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme.
7. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted.
8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rate to the actual Working Days.
9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:

Description		Months					Total
		Sept	Oct	Nov	Dec	Jan	
		Hours	Hours	Hours	Hours	Hours	Hours
Programmed	Rain days	0	30	30	15	15	90
Actual	Rain days	16	22	35	15	18	106
Difference		-16	8	-5	0	-3	-16
						Estimated Extension of time - in working days	2

8 hrs/day*

See point 5.2 in the Scope of Works for the specific days the tenderer must allow for in this contract.

Tender no: **ZNTU04288W** **Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:**

POST-TENDER INFORMATION

Note: All information for this section requires consultation with the **Contractor**. The **Engineer/Principal Agent** shall not pre-select any of the alternatives available to the **Contractor.**

1 CONTRACT DETAILS

[1.1.1.9] **Contractor Name:** .....

[1.2.1.2] Postal address:

.....

.....

.....

Tel no ..... Fax no .....

Tax / VAT Registration No: ..... e-mail .....

Physical address:

.....

.....

.....

[1.1.1.10] The accepted **contract price** inclusive of **tax** is R :

.....

[Amount in words]

Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)

The preliminaries amounts shall be paid in terms of:

***Alternative A**	**Yes**
****Alternative B**	**N/A**

** Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP.*

*** Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge.*

If the Contractor and the Engineer/Principal Agent can not agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;

10% of the General Items/Preliminaries amount shall not be varied

15% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum

75% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the initial Construction Period.

Alternative A

Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)

For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:-

- An amount which shall not be varied.

- An amount varied in proportion to the contract value as compared to the Contract Sum.

- An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.

The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section

If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;

10% of the amount shall not be varied

15% varied in proportion of the Contract Value to the Contract Sum

75% varied in proportion to the revised Construction period compared with the initial Construction Period

Sectional Completion : Subdivision of Preliminaries Costs

For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section.

or

Alternative B The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme. NO *yes / no*

The contractor is informed that only option 'A' shall apply

2 DOCUMENTS

Contract documents marked and annexed hereto:

Priced **Bills of Quantities:** **Yes** ☐ **No** ☐

Lump Sum document: : **Yes** ☐ **No** ☐

Guarantee Options:

Not applicable

2.2 DESIGN BRIEF

Not applicable ☐ **YES or NO**

2.3 DRAWINGS ☐ **YES or NO**

See list of drawings/Annexure's attached to this document. ☐ **YES or NO**

2.4 DESIGN PROCEDURES ☐ **YES or NO**

Not applicable

Contract drawings: **Yes** ☐ **No** ☐
Other documents:

Waiver of the Contractors lien or right of continuing possession is required. **YES**

GUARANTEE OPTIONS

The Tenderer agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act No 94 of 1990, on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

(a) the tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below: select one option

(i) cash deposit of 10 % of the Contract Price	
(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price	
(iii) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)	
(iv) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)	

NOTE: Where the Tenderer has not selected one of the guarantee options above, the default option will be as if the Tenderer has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC2010 clause 6.2.2 as amended in Contract Data.

3 SIGNATURES OF THE CONTRACTING PARTIES

Thus done and signed at.....on .....of.....20.....

Name of signatory

for and behalf of the **Employer** who by signature hereof

Capacity
of signatory

as Witness.

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

C1.3 - FORM OF GUARANTEE

C1.3 PERFORMANCE GUARANTEE - GCC FOR CONSTRUCTION WORKS (2nd Edition - 2010)

Head: Public Works
KZN Department of Public Works:
Private Bag X 9041
PIETERMARITZBURG
3200

Sir,

ON DEMAND PERFORMANCE GUARANTEE

Tender Number ZNTU04288W	Project Code 058501

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: _____

Physical Address: _____

"Employer" means: The Provincial Administration of KwaZulu-Natal in its Department of Public Works

"Contractor" means: _____

"Engineer" means: _____

"Works" means: **ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**

"Site" means: _____

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

"Contract Sum" means: The accepted amount inclusive of tax of: _____

Amount in Words: _____

"Guaranteed Sum" means: The maximum aggregate amount of: 10% _____
Of Contract Sum

Amount in Words: _____

"Expiry Date" means: _____

10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem 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.

11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 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.

13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to this 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) _____

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

PART C2 - PRICING DATA

C2.1 PRICING INSTRUCTIONS
GCC FOR CONSTRUCTION WORKS (Second Edition 2010)

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

C2.1 Pricing Instructions

Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.

1 **MASSES AND MEASURING UNITS**

These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.

The pages of each of these documents are numbered consecutively and before the Tenderer submits his tender he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Head : Public Works AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.

2 **PRICES FOR VARIATIONS**

Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Head : Public Works and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.

3 **SCALE**

The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.

4 **PROVISIONAL ITEMS**

All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for.

No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Public Works.

10 BROAD BASED BLACK ECONOMIC EMPOWERMENT

1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes.
2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies.
3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this tender.

11 REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information.
2. Prospective suppliers will be able to self - register on the CSD website: www.csd.gov.za
3. Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their varified CSD information.
5. Tenderers are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:

Name of Supplier	
Central Supplier Database (CSD) Supplier Number:	

12 TAX CLEARANCE REQUIREMENTS

It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.

1. In order to meet this requirement tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderders / individuals who wish to submit Tenders.
2. SARS will then furnish the Tenderder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.
3. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
4. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
5. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
6. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Security PIN Number	

KWAZULU-NATAL PROVINCE
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REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

C2.2 - Preliminaries for GCC for Construction works - 2nd Edition 2010

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

BILL NO. 1
C2 .2 PRELIMINARY AND GENERAL

	NOTES	UNIT	QUANTITY	RATE	AMOUNT
i)	The agreement is to be the General Conditions of Contract for Works of Civil Engineering Construction (2010) (Second Edition) , published by the S. A. Institution Of Civil Engineering.				
ii)	The Preliminaries are to be the Construction and management requirements for works contracts - Part 1: General engineering and construction works (SANS 1921-1: 2004 Edition 1) prepared by Standards South Africa and shall be deemed to be incorporated herein.				
iii)	Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.				
iv)	Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.				
v)	Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").				
vi)	Adjustment of the preliminaries: each item priced, is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.				
vii)	Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer, for which variation and extension of time has been granted. ***See Contract Data***.				
	SECTION A: GENERAL CONDITIONS OF CONTRACT				
A1	General (clause 1) F:..... V:..... T:.....	Item			
A2	Basis of Contract (clause 2) F:..... V:..... T:.....	Item			
A3	Engineer (clause 3) F:..... V:..... T:.....	Item			
A4	Contractor's General Obligation (clause 4) F:..... V:..... T:.....	Item			
A5	Time and Related Matters (clause 5) - As referred to in the Contract Data under Special Condition of Contract. The Contract Period shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
B4.4	Quality assurance F:..... V:..... T:.....	Item			
B4.5	Setting out F:..... V:..... T:.....	Item			
B4.6	Management and disposal of water F:..... V:..... T:.....	Item			
B4.7	Blasting F:..... V:..... T:.....	Item			
B4.8	Works adjacent to services and structures F:..... V:..... T:.....	Item			
B4.9	Management of the Works and site F:..... V:..... T:.....	Item			
B4.10	Earthworks F:..... V:..... T:.....	Item			
B4.11	Testing F:..... V:..... T:.....	Item			
B4.12	Materials, samples and fabrication drawings F:..... V:..... T:.....	Item			
B4.13	Equipment F:..... V:..... T:.....	Item			
B4.14	Site establishment F:..... V:..... T:.....	Item			
B4.15	Survey control F:..... V:..... T:.....	Item			
B4.16	Temporary works F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
C8	Permits - CLAUSE 5.9 F:..... V:..... T:.....	Item			
C9	Proof of compliance with the law - CLAUSE 5.10 F:..... V:..... T:.....	Item			
	SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1)				
D1	Requirements for drawings, information and calculations for which the contractor is responsible CLAUSE 4.1.7 F:..... V:..... T:.....	Item			
D2	The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1 F:..... V:..... T:.....	Item			
D3	The planning, programme and method statements - CLAUSE 4.3 F:..... V:..... T:.....	Item			
D4	Samples of materials, workmanship and finishes - CLAUSE 4.12.1 F:..... V:..... T:.....	Item			
D5	Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2 F:..... V:..... T:.....	Item			
D6	Office for the foreman CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D7	Telephone - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D8	Office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D9	Telephone in office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D10	Sheds - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

	SECTION E: SPECIFIC PRELIMINARIES	UNIT	QUANTITY	RATE	AMOUNT
E4	**SITE INSTRUCTIONS** Site Instructions issued on site are to be recorded in triplicate in a Site Instruction book which is to be maintained on site by the Contractor. F:..... V:..... T:.....	Item			
E5	**LABOUR RECORD** At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day. F:..... V:..... T:..... *Note : In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Public Works) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required report has not been submitted.*	Item			
E6	**PLANT RECORD** At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works. F:..... V:..... T:.....	Item			
E7	**NON CESSION OF MONIES** The Contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract. F:..... V:..... T:.....	Item			
E8	**SECTIONAL COMPLETION** When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained. F:..... V:..... T:.....	Item			
E9	**LOCAL LABOUR** It is a general requirement of this contract that persons normally resident in the locality of the works (Local Labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate Labour not be available within the locality, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ Local Labour. The Contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilization of Local Labour in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	E12.1 c Labour rate and payment intervals The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP beneficiaries are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work. Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages. The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities.				
	F:..... V:..... T:.....	Item			
	12.2 LABOUR INTENSIVE CONSTRUCTION METHOD E12.2 a Labour Intensive Construction (LIC) method On site there must a person(s) having competency in managing and implementing LIC methods. *Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site. *Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited				
	F:..... V:..... T:.....	Item			
	E12.2 b Labour Intensive Construction Method Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated. Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP. "Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)"				
	F:..... V:..... T:.....	Item			
	E12.3 RECORD KEEPING 12.3.1 Every employer must keep in the project site office the following minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office.				
	F:..... V:..... T:.....	Item			
	12.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated. This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department.				
	F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

	1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor. 2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor. 3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor. 4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise. 5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained. 6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained 7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications					
	Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
	TENDERER'S TO NOTE CONDITIONS a) The contract to be entered into between the Contractor and the PPG's will be a LABOUR ONLY sub-contract. b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary. c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress. d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment. f) Basic tools shall be provided by the PPG's and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG. g) Work requiring specialized tools will be provided free of chargeby the Contractor with the provision that these be returned upon completion of the Work. CO-ORDINATION The Contractor is to co-ordinate the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner as no claims for extras in this connection will be entertained. F:..... V:..... T:.....	Item			
	ATTENDANCE The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site. Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor. This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like. F:..... V:..... T:.....	Item			
	E12.9 EPWP CONTRACT FOR LABOUR It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials. Each contract will lapse at the end of each financial year therefore requiring the Contractor to do a renewal of each contract should the need of employment still exist for that particular labourer. F:..... V:..... T:.....				
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E13	**HIV/AIDS AWARENESS** Tenderers are to price against the following items for compliance with the SPECIFICATION FOR HIV/AIDS AWARENESS bound into this document (The clauses referred to are those of the Specification for HIV/AIDS)				
E13.1	Provide and maintain a condom dispenser in terms of Clause 5.1a)				
	F:..... V:..... T:.....	Item			
E13.2	Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b)				
	F:..... V:..... T:.....	Item			
E13.3	HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs; Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a)				
	F:..... V:..... T:.....	Item			
E13.4	Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b)				
	F:..... V:..... T:.....	Item			
E13.5	**Reporting** Prepare and attach to claims for payment a brief report in terms of Clause 5.3 (see also HIV/STI Compliance Report included with this document).				
	F:..... V:..... T:.....	Item			
	Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required reports has not been submitted.				
E14	**OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993** Tenderers are to allow for costs in providing a project specific ' Construction Phase Safety, Health and Environmental Plan' in accordance with "Section 2 - Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 - Scope of Work"				
	F:..... V:..... T:.....	Item			
E15	**NOTICE BOARD, SITE OFFICE, ETC.** Tenderers are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements.				
	F:..... V:..... T:.....	Item			
E16	**IMPORTED MATERIALS AND EQUIPMENT** Where imported items are listed in the tender documents, the tenderer shall provide all information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (***Refer to T2.14 - Schedule of Imported Materials and Equipment***.				
	F:..... V:..... T:.....	Item			
E17	**CONTRACT DOCUMENTS** The drawings issues with these Tender documents do not comprise the complete set but serves as a guide only for tendering purposes and for indicating the scope of works to enable the Tenderer to acquaint him with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly legible to the Tenderer he shall, before submitting his Tender, obtain clarification in writing from the principal agent.				
	F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E25	**SECURITY CHECK OF PERSONNEL** The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified. In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works.				
	F:..... V:..... T:.....	Item			
E26	**PROHIBITION ON TAKING PHOTOGRAPHS** In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister. The same prohibition is also applicable to all Correctional Institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959.				
	F:..... V:..... T:.....	Item			
E27	Management of Water Water for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water,etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The client reserves the rigfht through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.				
	Carried forward to collection			R	

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

PART C2.3 BILL OF QUANTITIES

BILL OF QUANTITIES FOR BOREHOLE DRILLING					
Client Name:	Department of Health				
B/Hole Contract:					
Item	**Description**	**Unit**	**Qty**	**Rate**	**Total**
	SECTION NO.2				
	SECTION NO. 2 **BILL NO.1** **BOREHOLE INSTALLATION (PROVISIONAL)** The Tenderer is referred to the "KwaZulu Natal: Department of Health Standard Preambles to all Trades - January 2009 (Rev 3)" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates Registration with the Borehole Water Association of South Africa (BWA) AND Ground Water Association of KwaZulu-Natal (GAKZN) is required				
	DRILLING	**Unit**	**Qty**	**Rate**	**Total**
	CONCRETE, FORMWORK AND REINFORCEMENT **NOTE:** For preambles see Standard Preambles to All Trades - WB20 and Supplementary Preambles - pages SUP1 to SUP6. Tenderers are to allow in the rates tendered for all concrete with a compression strength equal to or greater than 20 MPa, for all concrete testing as specified in TESTS on page SP13 of the Standard Preambles to all Trades. No separate item against which any allowance for costs, in connection with the tests, has been included in this document. **VIBRATED REINFORCED CONCRETE** ***25 MPa / 19mm Concrete:***				
1	Strip footings, bases, etc., cast against excavated surfaces.	m^3	3		
	Carried forward				
	DRILLING				
	Drilling with foam from 0 to 100m				
2	Drilling 165mm diameter	m	100		
3	Drilling 203mm diameter	m	50		
4	Drilling exceeding 254m to not exceeding 305 diameter	m	-		Rate Only
	Drilling with foam from 101 to 150m				
5	Drilling 165mm diameter	m	50		
6	Drilling 203mm diameter	m	50		
7	Drilling exceeding 254m to not exceeding 305 diameter	m	-		Rate Only
	Drilling with foam from 151 to 300m				
8	Drilling 165mm diameter	m	-		Rate Only
9	Drilling 203mm diameter	m	-		Rate Only
10	Drilling exceeding 254m to not exceeding 305 diameter	m	-		Rate Only
	Mud Flush up to 100m				
11	Drilling 165mm diameter	m	50		
12	Drilling 203mm diameter	m	-		Rate Only
13	Drilling exceeding 254m to not exceeding 305 diameter	m	-		Rate Only
	Drilling with foams (Highly abrasive rocks)				
	Drilling with foam from 0 to 100m				
14	Drilling 165mm diameter	m	50		
15	Drilling 203mm diameter	m	-		Rate Only
16	Drilling exceeding 254m to not exceeding 305 diameter	m	-		Rate Only
	Drilling with foam from 101 to 150m				
17	Drilling 165mm diameter	m	-		Rate Only

BILL OF QUANTITIES FOR BOREHOLE DRILLING

Client Name: Department of Health

B/Hole Contract:

Item	Description	Unit	Qty	Rate	Total
18	Drilling 203mm diameter	m	-		Rate Only
19	Drilling exceeding 254m to not exceeding 305 diameter	m	-		Rate Only
	Drilling with foam from 151 to 300m				
20	Drilling 165mm diameter	m	-		Rate Only
21	Drilling 203mm diameter	m	-		Rate Only
22	Drilling exceeding 254m to not exceeding 305 diameter	m	-		Rate Only
23	Supply and Install 152mm dia plain steel casings	m	75		
24	Supply and Install 152mm dia plasma cut steel casings	m	40		
25	Supply and Install gravel pack in the borehole	Ton	4		
	Reaming of Borehole				
26	For 165mm diameter	m	-		Rate Only
27	For 203mm diameter	m	-		Rate Only
28	For 254m to not exceeding 305 diameter	m	-		Rate Only
	carried forward				
29	Allowance for sanitary seal of the borehole	No	1		
30	Allowance for disinfection of the borehole tanks, water injection systems and useage of drilling foam	No	1		
31	Allowance for data recording and report complete, water chemical report	No	1		
32	Allowance for standing time	Hour	-		Rate Only
33	Allowance for Borehole rehabilitation drilling rig with foam	Hour	-		Rate Only
34	Allow for borehole development work (surging by air of completed well until the water is clean (Approx. 4 hrs)	Hr	2		
35	Allow to the cost of:-				
	(a) Reaming and boring.	M	-		Rate Only
	(b) Insert, remove temporary casing etc.	Hr	-		Rate Only
	(c) Insert 9" of temporary casing permanently.	M	-		Rate Only
	(d) Setting time.	Ls	-		Rate Only
	(e) Bentonite seal.	Ls	-		Rate Only
36	Pump testing completed well. Time taken to install and remove pump, will be charged at same hourly rate	Hr	24		
37	Standby charges for reasons beyond the Contractor's control excluding force majeure conditions	Hr	1		
38	Borehole Completion Data and Water Chemical Analysis Report	Item	1		
	PUMP TESTING				
39	Supply and installation of one submersible pump capable of pumping 3m3/hr at a head of 90m including control panel, electrodes, electrode cable, underground cables float switch and various installation accessories	Item	1		
	Water treatment plant				
40	Allow for water treatment plant including positioning on a100mm thick 10 x 3m 20 MPa concrete slab casted on a 50mm excavated and compacted surface. Covered with a steel cage which is roofed with corrugated iron and 4 x 2500l storage tank.	Item	1		
	Geohydrological Specialist to assist with all Geohydrological work	Item	1		

BILL OF QUANTITIES FOR BOREHOLE DRILLING					
Client Name:	Department of Health				
B/Hole Contract:					
Item	**Description**	**Unit**	**Qty**	**Rate**	**Total**
	PUMP INSTALLATION				
	Single phase submersible pump minimum of 1.5kW – 230Volts motor capable of pumping a minimum 2000l/h at a head of 90m	No	1		
	Allow connection to existing Main DB board including 15 Amp isolator, lightning arrestors and labelling	No	1		
	Pump control panel complete with circuit breaker, lightning arrestors, starter, overload protection, low and high level sensor	No	1		
	6mm² x 4 core Submersible pump cable	m	50		
	6mm² x 4 core 600/1000V VC/SWA/PVC/PVC grade copper cable in ground including 1000mm excavation, back filling, compaction, etc.	m	35		
	Cable termination of 6mm² x 4 core cable	No.	4		
	Isolator with enclosure installed in manhole at borehole	Item	1		
	Allow for level control probes (high/low) complete installed in water tank inter phased with level protector of pump installation including all wiring etc	Item	1		
	Allow for earthing installation including 2m earth spike and 3m 16mm PVC wire to minimize lightning attacks.	Item	1		
	Provide certificate of compliance for electrical installation	Item	1		
	WATER PURIFICATION				
	Provide the allowance not exceeding R220 500.00 nett for water purification Treatment inclucive of all required connections. NOTE: These quantities are provisional and all works will be re-measured after completion.	No.	1		
	Allow for profit and attendance if required	No.	1		
	Carried to final summary				

KWAZULU-NATAL PROVINCE
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ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

PART C3. SCOPE OF WORKS

C3.1 SCOPE OF WORKS
GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)

Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender no:	**ZNTU04288W**	**Project Code:**	**058501**

SECTION 1

1 EXTENT OF THE WORKS

1.1 EMPLOYERS OBJECTIVES

Provision of borehole with booster pump

1.2 OVERVIEW OF THE WORKS

Provision of borehole with booster pump

1.3 EXTENT OF THE WORKS

The scope include Provision of borehole with booster pump

1.4 LOCATION OF THE WORKS

The site is situated within the premises of theNdlangubo Clinic in Ndlangubo Reserve, Empangeni at Umlalazi Local Municipality.

1.5 TEMPORARY WORKS

All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)

2 ENGINEERING

2.1 EMPLOYER'S DESIGN

2.2 DESIGN BRIEF

completion contract

2.3 DRAWINGS

A1 General arrangement drawing

2.4 DESIGN PROCEDURES

Not applicable

3 PROCUREMENT

3.1 PREFERENTIAL PROCUREMENT PROCEDURES

This tender will be subject to the implementation of the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Tenderders are referred to www.kzntreasury.gov.za for access to the relevant documents.
Tenderders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of tenders appeals and other matters.

3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT

NOTE : This project will be adjudicated as not exceeding R 50,000 000,00

3.3 SCOPE OF MANDATORY SUBCONTRACT WORK

Not applicable

3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS

Not applicable

3.5 SUBCONTRACTING PROCEDURES

Not applicable

4 CONSTRUCTION

4.1 APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS

The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents.

Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.

Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.

The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.

The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these tender documents.
Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.

4.2 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

See above 4.1

4.3 PARTICULAR / GENERIC SPECIFICATIONS

The Contractor is referred to the following documents whether attached to this document or not:

SPECIFICATION	PAGES
Specification for HIV/AIDS Awareness (CIDB)	HIV1 TO HIV3
Specific Construction, Safety, Health and Environmental Plan	
Standard Preambles for all Trades (Rev 3) - DOH 2009	1 to 95
General Electrical Specification	E/1 to E/20
Lightning Protection Installation	LP/1 to LP/6

4.4 CERTIFICATION BY RECOGNIZED BODIES

Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.

4.5 AGRÉMENT CERTIFICATES

Not applicable

4.6 PLANT AND MATERIAL PROVIDED BY THE EMPLOYER

Not applicable

4.7 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

Not applicable

4.8 OTHER SERVICES AND FACILITIES

The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration.
The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.
The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.

5 MANAGEMENT

5.1 APPLICABLE SANS 1921 STANDARDS

Tenderders are referred to
SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT

5.2 RECORDING OF WEATHER

The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.

The Contractor shall allow in his programme for the following number of days for rain days (rain > 10mm per day) as per the table below:

CURRENT YEAR			YEAR + 1	YEAR + 2
January	w/days		3	3
February	w/days		3	3
March	w/days		3	3
April	w/days		3	3
May	w/days		3	3
June	w/days		3	3
July	w/days		3	
August	w/days		3	
September	w/days		3	
October	w/days		3	
November	w/days		3	
December	w/days	3	3	

5.3 MANAGEMENT MEETINGS

In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer will call for regular meetings to be held on the site, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present.
In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc.
Proper minutes of these meetings will be kept by the Employer\Principal Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.

5.4 FORMS FOR CONTRACT ADMINISTRATION

The Employer shall provide all necessary forms.

5.5 ELECTRONIC PAYMENTS

The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.

5.6 DAILY RECORDS

The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site.
At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the works each day.
At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

5.7 BONDS AND GUARANTEES

The Contractor shall within 10 calendar days after receiving notice from the Engineer and prior to receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data.

5.8 PAYMENT CERTIFICATES

Requirements will be in accordance with the Employers prescriptions.

5.9 PERMITS

The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures.
The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract.
The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection.
The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site.

5.10 PROOF OF COMPLIANCE WITH THE LAW

The following certificates must be provided before first delivery is taken:
- HIV/STI Report (Bound into this document)
- Electrical Compliance Certificate
- Plumbing Compliance Certificate
- Lightning Certificate
- Soil Protection Certificate
- Concrete test and cube certificates
- Soil compaction certificates
- SANS 10400-A:2010 compliance certificates
- Latest National Building Regulation

5.11 INSURANCE PROVIDED BY THE EMPLOYER

Not Applicable

SECTION 2

SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004

Clause Numbers

4.1.7 The requirements for drawings, information and calculations for which the Contractor is responsible are:

shop drawings for tank stand and concrete bases must be submitted for approval 30 days prior to erections.

4.2.1 The responsibility strategy assigned to the Contractor for the works is:

Strategy A

4.2.2 The structural engineer is:

To be appointed by contractor

4.2.3 Drawings & other info are to be submitted in accordance with the contractors programme

N/A

4.3 The planning, programme and method statement are to comply with the following:

N/A

4.12.1	**Samples of materials**
	The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction. The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample. The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are: 0
4.12.2	**Fabrication drawings that the contractor is to provide to the employer are:**
	None
4.12.3	**Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:**
	OFFICE FOR FOREMAN
	Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers.
	TELEPHONE
	The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls.
	OFFICE FOR INSPECTOR OF WORKS
	Provide, erect, maintain and remove at completion a well constructed temporary office for the Inspector of Works not less than 4 x 3 m on plan and 3 m high to eaves to the approval of the Employer. The office shall be constructed of wood framing covered externally with corrugated iron or corrugated asbestos and with a lean-to roof covered with the same material as the external wall covering. The office shall be lined internally with soft board or other approved material and a ceiling shall be provided of the same material as the internal lining. A suspended wood floor shall be provided and is to finish not less than 300 mm above the ground level. A lockable door and a window, which provides adequate light and ventilation, shall be fitted. An office constructed of 115 mm thick brick-work and provided with a screeded concrete floor and roofed and ceiled as above described may be accepted as an alterative but prior permission of the Employer will be necessary before construction of such an office is commenced and his requirements shall be stated and fulfilled by the Contractor. The office shall be fitted in an approved manner with a sloping topped desk of height and length suitable for the laying out and studying of drawings, a desk or table with not less than two lock-up drawers, shelves, seating and wash-stand, and the Contractor shall provide all necessary attendance.
	TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS
	The Contractor shall arrange for the installation of a lockable telephone in the Office for the Inspector of Works for the duration of the Contract. The Contractor will be required to make the necessary application for connection and give all notices on behalf of the Employer. The Employer will, however, be responsible for the direct payment of all fees, rentals and other charges by Telkom for the service for the Inspector of Works and for all calls made from this telephone.

	SHED
	Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required.
4.14.6	**The requirement for provision and erection of signboards are:**
	Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345 mm high sign written to detail as Drawing No. T9506 which drawing is available from offices of the Department of Public Works. Only the official notice board is to be displayed on the site and no Sub-Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract.
4.17.1	**Requirement for the termination, diversion or maintenance of existing services:**
	Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately.
4.17.3	**Services which are known to exist on the site:**
	Investigate and provide detail drawings.
4.17.4	**Requirement for detection apparatus**
	None
4.18	**ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE:**
	By the submission of a tender, any Tenderder will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Tenderder will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly. Tenderders are advised that it is a Condition of this Tender that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which tenders are being submitted and must be prepared by the Tenderder and submitted with the other tender documents at the time of tender. Failure to do so will [illegible] Tenderders are therefore advised to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this tender document, the Model Preambles to Trades - 2008, any project Specification included in this tender document and any and all drawings which are referred to and issued as part of this tender document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan' . Tenderders are also advised that such a plan which is submitted with a tender but is incomplete or considered inadequate by the Employer or his Representative will invalidate the tender. The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.
4.22	**WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:**
	[Provide list of applicable contractors]

C3.2 - SPECIFICATION FOR HIV/AIDS AWARENESS

1 Scope

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

a) raising awareness about HIV/AIDS;

b) providing construction workers with access to condoms;

c) HIV counselling, testing and referral services; and

d) Sexually Transmitted Infection diagnosis and treatment.

2 Normative references:

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

SANS 4074 ISO 4074, *Condom Rubbers*

3 Definitions and Abbreviations

3,1 Definitions

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

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

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

3,2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

4 Objectives

The objectives are to:

a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;

b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;

c) promote early diagnosis; and

d) assist affected individuals to access care and counselling.

The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)

5,3 Reporting

5.3.1 The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).

5.3.2 The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.

The *HIV /Aids* awareness programme *described* in 5.2 shall in addition *be conducted* for the benefit *of* the local community on two occasions in the community centre nearest to the building site. The contractor shall be *responsible* for inviting identifiable community-based *institutions and organisations, churches, and schools to participate in the* programme.

C3.3 - HIV/STI COMPLIANCE REPORT

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

Project Code: 058501

Payment Claim number: _____ Period covered by payment claim: _____

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

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

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

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

5. HIV awareness programme (briefly describe action).

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

PART C4. SITE INFORMATION

C4.1 SITE INFORMATION
GCC FOR CONSTRUCTION WORKS (2 Edition of 2010)

Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Tender No.	**ZNTU04288W**	**Project Code:**	**058501**

C4.1 Site Information

C4.1 GENERAL

(a) Describe nature of ground, surface conditions, water table as visible in test holes, and other indisputable facts that may affect construction. Provide available data and information.

Mountainous landscape characterizes the area where the place is situated. A geohydrologist will need to be hired by the contractor to carry out the investigation.

(b) Specific requirements must be described.

(c) Any additional site information such as location, improvements on site, adjacent buildings, environmental issues, etc. must be described in detail herein. If project is phased, indicate the phased work procedure with a colour coded site plan or graphical key or sorts.

C4.2 GEOTECHNICAL INVESTIGATION REPORT

(a) The contract will include geotechnical study.

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
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ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

PART C5 - DRAWINGS / ANNEXURES

C5.1 - LIST OF DRAWINGS/ANNEXURES

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

Tender No.:	**ZNTU04288W**	**Project Code:**	**058501**

(Where drawings/annexure's are issued, document compilers must insert the following paragraph and list the applicable drawings/annexure's below.)

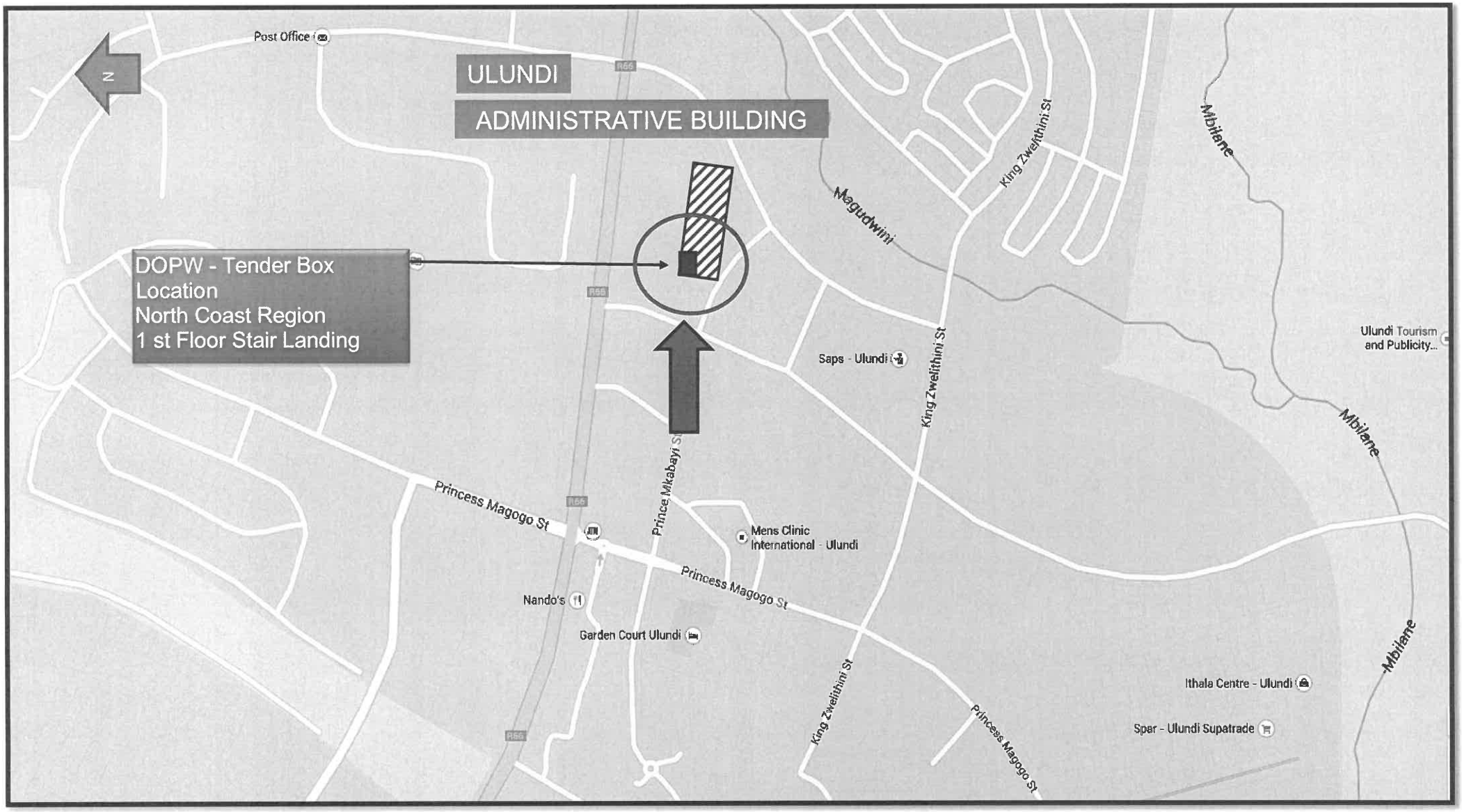
The following drawings/annexure's shall be issued during the Tender period to form part of the tender documentation. Where applicable, drawings/annexure's could be re-issued to the Contractor at commencement of the construction phase.

DRAWING NO	**DESCRIPTION**
A1 General arrangement drawing	Elevated water tank and stand sections and pipe connections

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

ANNEXURES


ULUNDI
ADMINISTRATIVE BUILDING
DOPW - Tender Box
Location
North Coast Region
1 st Floor Stair Landing
N
Post Office
R66
Magudwini
King Zwelithini St
Mbilane
Saps - Ulundi
Ulundi Tourism and Publicity...
Princess Magogo St
Prince Mkabayi St
Mens Clinic International - Ulundi
Nando's
Garden Court Ulundi
Ithala Centre - Ulundi
Spar - Ulundi Supatrade

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Annexure 5

Joint Venture Agreement

(March 2004)

(First Edition of CIDB document 1017)

1. **PREAMBLE**

This agreement is made and entered into by and between

_____

_____

_____

of the first part and

_____

_____

_____

of the second part and

_____

_____

_____

of the third part.

(allow for additional parties as necessary).

Whereas the foregoing parties have resolved to form a Joint Venture under the title of

_____

_____

_____

for the exclusive purposes of securing and/or executing the Contract to be awarded by

(name of Employer)

to the KZN Department of Public Works in respect of the following project:

for *(brief description of Contract)*

ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM

Now it is hereby agreed as follows :

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

The following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are, in general, signified in the text of the Agreement by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

'Agreement' means the agreement between the Members of the Joint Venture and includes this model form of agreement together with the Preamble, Specific Provisions, if any, Schedules 'A', 'B' and 'C' and any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

'Contract' means the contract with the Employer for the supply of the Deliverables, for the purposes of securing and executing which, the Joint Venture has been formed.

'Deliverables' means the works and/or services, equipment, materials, goods, etc. to be furnished by the Joint Venture to the Employer in terms of the Contract.

'Document' means any written, drawn, typed, printed, or photographic material, which relates to the Agreement.

'Employer' means the person, or body, which is to award the Contract and will employ the Joint Venture if it is awarded the Contract.

'Joint Venture' means the joint venture formed by the Members in accordance with the Agreement.

'Management Committee' means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions for the Agreement.

'Member' means a person, or body which, being a party to the Agreement, is a member of the Joint Venture.

3.6 Confidentiality

All matters relating to the Agreement and the Contract shall be treated by the Members as confidential and no such matter shall be disclosed to any third party without the prior written approval of the Management Committee.

No Member shall be party to the dissemination of publicity relating to the Contract, or the Agreement, without the prior written approval of the Management Committee and the Employer.

3.7 Assignment

No Member shall cede, assign, or in any other way make over any of its rights, or obligations, under the Agreement without the prior written consent of the Management Committee.

3.8 Subcontracting

No Member shall subcontract any obligation, work or duty for which it is, itself, responsible in terms of the Agreement without the prior written consent of the Management Committee.

3.9 Variations to Agreement

No variation, modification, or waiver of any part of the Agreement shall be of any force, or effect, unless unanimously agreed by the Members and reduced to writing.

3.10 Liability

Each Member warrants that it will indemnify the other Members against all legal liabilities arising out of, or in connection with the performance of its obligations under the Agreement.

It is acknowledged by the Members that they may be held jointly and severally liable in respect of claims against the Joint Venture by the Employer or third parties.

4. MANAGEMENT OF JOINT VENTURE

4.1 General

The affairs of the Joint Venture shall be directed, controlled and managed by the Management Committee, which, within the terms of the Agreement and the Contract, shall have full authority to bind the Members in all matters relating to the affairs of the Joint Venture.

Communication between the Joint Venture and the Employer, or third parties, relating to the Contract shall be conducted exclusively by the Management Committee, or by such person as it may delegate to perform this function.

The Management Committee shall have the power to appoint a project manager and/or such other persons as it may see fit to appoint for the purpose of executing the Contract and may delegate such of its powers, responsibilities and duties as it may consider necessary, or desirable, to persons or bodies appointed or seconded for this purpose.

Such administrative functions as are necessary to ensure the effective operation of the Management Committee shall be performed by its chairman.

4.2 Management Committee

4.2.1 *Composition*

The Management Committee shall, unless otherwise agreed by all the Members, consist of one Representative of each Member and each Member shall be obliged, at all times, to maintain a Representative on the Management Committee.

Each member shall, not later than three working days after the signing of the Agreement, appoint its Representative and notify the other Members of the name and contact details of the Representative. Such Representative shall have the power to bind the Member that he represents in all matters relating to the execution of the Contract and the performance of the Agreement.

A Member shall be entitled, after giving the other Members not less than three working days written notice of his intention to do so, appoint, remove and/or replace, an alternate who shall, at any meeting of the Management Committee from which the Representative whom he represents is absent, be vested with all rights and powers and subjected to all the obligations of the absent Representative.

5.1 Schedule 'A' (General)

Schedule 'A' shall contain general information relating to the Joint Venture including, inter alia, the following :

1. The Employer's name and address.
2. A brief description of the Contract and the Deliverables.
3. The name, physical address, communications addresses and domicilium citandi et executandi of each Member and of the Joint Venture.
4. The Members' Interests.
5. A statement indicating whether, or not, Specific Provisions apply to the Agreement.
6. A schedule of insurance policies which must be taken out by the Joint Venture and by the individual Members.
7. A Schedule of sureties, indemnities and guarantees that must be furnished by the Joint Venture and by the individual Members.

8. Details of the persons, who, in the event of failure by the Members to reach agreement on the appointments of mediator and arbitrator, will nominate appointees to these positions in terms of Clauses 8.2 and 8.3.

5.2 Schedule 'B' (Financial)

Schedule 'B' shall contain information regarding the financial affairs of the Joint Venture including, inter alia, the following :

1. The working capital required by the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the individual Members from time to time.
2. The banking accounts that are to be opened in the name of the Joint Venture and the manner in which these are to be operated.

3. The rates of interest that will be applicable to amounts by which Members are in debit, or credit, to the Joint Venture.

4. The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

5. The intervals at which interim financial accounts and forecasts will be prepared for approval by the Management Committee.

6. Insofar as not covered in Schedule 'C', the basis on which contributions of various types by the Members towards the work of the Joint Venture in securing, executing, managing and satisfactorily completing the Contract, will be valued.

7. The basis on which profits and/or surplus cash will, if available from time to time, be distributed to Members.
8. The basis upon which losses, if any, are to be apportioned to Members.

5.3 Schedule 'C' (Contributions by Members)

Schedule 'C' shall set out the contributions of various types, other than cash, that will be made by the individual Members towards the work and obligations of the Joint Venture and shall, as far as possible, indicate the monetary values to be placed on such contributions, which may include, inter alia, the following :

1. Staff seconded to the Joint Venture.
2. Work carried out and services provided to, or on behalf of, the Joint Venture.
3. Plant, equipment, facilities etc. made available for use by the Joint Venture.
4. Materials and goods supplied to, or on behalf of, the Joint Venture.
5. Licences, sureties, guarantees and indemnities furnished to, or on behalf of, the Joint Venture.
6. Joint Venture Disclosure form required for the Contract.

6. BREACH OF AGREEMENT

If a Member breaches any material provision of the Agreement, or delays or fails to fulfil its obligations in whole, or in part, and does not remedy the situation within fourteen calendar days of receipt of notice from the Management Committee, or another Member, to do so, the other Members shall have the right, without prejudice to any other rights arising from the default, to summarily terminate the Agreement and re-assign the defaulting Member's rights and obligations in the Joint Venture as they see fit and withhold any moneys due to the defaulting member by the Joint Venture.

Each Member shall indemnify the other Members against all losses, costs and claims which may arise against them in the event of the Agreement being terminated as a result of breach of the Agreement by the said Member.

7. INSOLVENCY OF MEMBER

Should a Member be placed in liquidation, or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other Members shall be entitled to proceed in terms of Clause 6, as if the Member had breached the Agreement.

by *[name]* _____ who warrants his authority to do so.

_____

As witnesses 1. _____ As witnesses 2. _____

Member No. 3

Thus done and signed at _____ this _____ day of _____20___

For and on behalf of_____*[Company]*

by *[name]* _____ who warrants his authority to do so.

_____

As witnesses 1. _____ As witnesses 2. _____

[Allow for additional parties as necessary].

Annexure 6

Occupational Health and Safety Specification

(OHSE SPEC)

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Project Name:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**

Project Code:	**058501**
Agent Name:	**Ms. L. Ntuli (Head Office)**
Region:	**Northern Region**
District:	**Ulundi**
Ward no.:	**5**

Annexure 7

HEALTH AND SAFETY IMPLEMENTATION COSTING

Contractor to give a breakdown of his Health and Safety costs on this sheet.

ITEM	DESCRIPTION	UNIT	QUAN-TITY	MONTHS (Indicative)	RATE	AMOUNT
			(a)		(b)	(a) x (b)
1	**MEDICALS**					
1.1	Pre-employment medical	Nr.	-			
1.2	Re-medicals - yearly	Nr.	-			
	TOTAL					
2	**PERSONAL PROTECTIVE EQUIPMENT**					
2.1	Overalls	Nr.				
2.2	Hard Hats	Nr.				
2.3	Safety boots/shoes	Nr.				
2.4	Gloves	Nr.				
2.5	Gumboots steel toe cap	Nr.				
2.6	Safety glasses	Nr.				
2.7	Reflector Bibs	Nr.				
2.8	Barricading Material	M				
2.9	Dust masks	Box 20				
	TOTAL					
3	**FIRE FIGHTING**					
3.1	Fire extinguishers - 4.5Kg	Nr.				
3.2	Surveys - Annual Service	Nr.				
	TOTAL					
4	**HEALTH AND SAFETY PERSONNEL**					
4.1	Safety Manager	Nr.				
4.2	Safety Officer	Nr.				
4.3	Construction Phase Safety, Health, Environmental and Waste Management Plan	Nr.				
	TOTAL					
5	**FACILITIES**					
5.1	Provision of ablution facilities	Nr.				
5.2	Service and maintenance of ablution facilities	Nr.				
5.3	Provision of eating areas	Nr.				
5.4	Cleaning of Lay down and other storage areas	Nr.				
5.5	Wash hand basin	Nr.				
5.6	Hot and Cold running water	Nr.				
5.7	Degreasing & Toilet soap	Nr.				
	TOTAL					
6	**FALL PREVENTION / PROTECTION**					
6.1	Safety harnesses with double lanyards	Nr.				
6.2	Safety harnesses with Scaffold hooks	Nr.				
6.3	Lifelines and vertical fall arrest systems	Nr.				
6.4	Scaffolding – material, erection and inspection (Estimate for project)	Nr.				
6.5	Temporary hand railing material and kick flats	Nr.				
6.6	Chin Straps	Nr.				

	TOTAL					
7	**FIRST AID**					
7.1	Replenishment of boxes and other supplies	Nr				
	TOTAL					
8	**TRAINING**					
8.1	SHE Representative	Nr.				
8.2	First Aid Level 1	Nr.				
8.3	Fire Fighting	Nr.				
	TOTAL					
9	**SIGNAGE**					
9.1	All Signage as required by Law, regulatory, warning and information	Nr.				
9.2	Posters for awareness	Nr.				
	TOTAL					
10	**ELECTRICAL**					
10.1	Replacement of Locks required for lockouts	Nr.				
10.2	Replacement of tags	Nr.				
10.3	Replacement for Permit books	Nr.				
10.4	Replacement of Callipers	Nr.				
	TOTAL					
11	**OTHERS (Project Specific)**					
11.1		Nr.				
	TOTAL					
GRAND TOTAL TO BE CARRIED TO THE PRELIMINARIES AND GENERAL IN BILL OF QUANTITIES						

WAIVER OF CONTRACTOR'S LIEN

DEFINITIONS

Contractor: _____

Employer: Head: Public Works (KZN Department of Public Works: Province of KwaZulu-Natal)

Agreement: GCC FOR CONSTRUCTION WORKS - SECOND EDITION 2010

Works (description): **ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**

Site: Region: King Cetshwayo District Municipality:Ndlangubo Reserve, Empangeni at Umlalazi Local Municipality: Ward Nr.24

AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

Thus done and signed at _____ on _____
[Date]

_____
Name of signatory

_____
Capacity of signatory

_____
As witness

_____
For and on behalf of the contractor who by signature hereof warrants authorisation hereto

ADDITIONAL SPECIFICATION - EPWP

SL **EMPLOYMENT AND TRAINING OF EPWP BENEFICIARY ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects:**

CONTENTS

SL 01 SCOPE
SL 02 TERMINOLOGY AND DEFINITIONS
SL 03 APPLICABLE LABOUR LAWS
SL 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP
SL 05 EMPLOYER'S RESPONSIBILITIES
SL 06 PLACEMENT OF RECRUITED EPWP BENEFICIARY
SL 07 TRAINING OF YOUTH WORKERS
SL 08 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA
SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO EPWP BENEFICIARY
SL 10 PROVINCIAL RATES OF PAY
SL 11 MEASUREMENTS AND PAYMENT
EXAMPLE EPWP EMPLOYMENT AGREEMENT

SL 01 SCOPE

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

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Expanded Public Works Programme (EPWP) for the Infrastructure Programme.

SL 02 TERMINOLOGY AND DEFINITIONS

SL 02.01 TERMINOLOGY

(a) EPWP The Code of Good Practice for Expanded Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.

(b) EPWP Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet.

(c) UYF Umsobumvu Youth Fund.

(d) DOL Department of Labour.

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

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

SL 04.04 MEAL BREAKS

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

(b) An employer and worker may agree on longer meal breaks.

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

SL 04.05 SPECIAL CONDITIONS FOR SECURITY GUARDS

(a) A security guard may work up to 55 hours per week and up to eleven hours per day.

(b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each.

SL 04.06 DAILY REST PERIOD

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

SL 04.07 WEEKLY REST PERIOD

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

SL 04.08 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

(a) A worker may only work on a Sunday or public holiday to perform emergency or security work.

(b) Work on Sundays is paid at the ordinary rate of pay.

(c) A task-rated worker who works on a public holiday must be paid –

(i) the worker's daily task rate, if the worker works for less than four hours;

(ii) double the worker's daily task rate, if the worker works for more than four hours.

(d) A time-rated worker who works on a public holiday must be paid –

(i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;

(ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

SL 04.09 SICK LEAVE

(a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

(b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a

(c) A worker may accumulate a maximum of twelve days' sick leave in a year.

(d) Accumulated sick-leave may not be transferred from one contract to another contract.

(iii) in the event of the death of –

(1) the employee's spouse or life partner

(2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

SL 04.12 STATEMENT OF CONDITIONS

(a) An employer must give a worker a statement containing the following details at the start of employment –

(i) the employer's name and address and the name of the EPWP;

(ii) the tasks or job that the worker is to perform;

(iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;

(iv) the worker's rate of pay and how this is to be calculated;

(v) the training that the worker may be entitled to receive during the EPWP.

(b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

(c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.

(d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

SL 04.13 KEEPING RECORDS

(a) Every employer must keep a written record of at least the following –

(i) the worker's name and position;

(ii) in the case of a task-rated worker, the number of tasks completed by the worker;

(iii) in the case of a time-rated worker, the time worked by the worker;

(iv) payments made to each worker.

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

SL 04.14 PAYMENT

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

(b) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

(c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

(d) Payment in cash or by cheque must take place –

(i) at the workplace or at a place agreed to by at least 75% of the workers; and

(ii) during the worker's working hours or within fifteen minutes of the start or finish of work;

(e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.

(f) An employer must give a worker the following information in writing –

(i) the period for which payment is made;

(ii) the number of tasks completed or hours worked;

(iii) the worker's earnings;

SL 04.18 TERMINATION

(a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.

(b) A worker will not receive severance pay on termination.

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

(d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

(e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

SL 04.19 CERTIFICATE OF SERVICE

(a) On termination of employment, a worker is entitled to a certificate stating –

(i) the worker's full name;
(ii) the name and address of the employer;
(iii) the SPWP on which the worker worked;
(iv) the work performed by the worker;
(v) any training received by the worker as part of the EPWP;
(vi) the period for which the worker worked on the EPWP;
(vii) any other information agreed on by the employer and worker.

SL 05 EMPLOYER'S RESPONSIBILITIES

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

(a) formulate and design a contract between himself/ herself and each of the recruited EPWP beneficiary, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);

(b) screen and select suitable candidates for employment from the priority list of EPWP beneficiary provided by the Umsobumvu Youth Fund (UYF);

(c) ensure that the recruited EPWP beneficiary are made available to receive basic life skills training which will be conducted and paid for by the Umsobumvu Youth Fund;

(d) ensure that all EPWP beneficiary receive instruction on safety on site prior to them commencing with work on site;

(e) ensure that all EPWP beneficiary are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;

(f) assist in the identification and assessment of potential EPWP beneficiary to undergo advanced technical training in respective trades;

(g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;

(h) provide all EPWP beneficiary with the necessary protective clothing as required by law for the specific trades that they are involved in.

(i) provide overall supervision and day-to-day management of EPWP beneficiary and/or sub-contractors; and

(j) ensure that all EPWP beneficiary are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the EPWP beneficiary.

(c) Technical skills training
The Employer shall assist in identifying EPWP beneficiary for further training. These EPWP beneficiary will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

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

SL 08 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA

SL 08.01 PREAMBLE

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

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

SL 08.02 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA

(a) The EPWP beneficiary of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP

(b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.

(c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.

(d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.

(e) The proposed targets as set out in sub clause SL 06 (c)

- 55% youth from 18 to 35 years of age;
- 55% women;
- 2% disabled.

SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR

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

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

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

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

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

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

SL 11.04 EMPLOYMENT OF EPWP BENEFICIARY

SL 11.04.01 Employment of EPWP beneficiary.....(Prov.Sum)¼.Unit: R/ worker-month

SL 11.04.02 Employment of EPWP beneficiary.....(Prov.Sum)¼.Unit: R/ worker-month

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

SL 11.05 PROVISION OF EPWP DESIGNED OVERALLS TO EPWP BENEFICIARY

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

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

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

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

SL 11.06 PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY

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

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

SL 11.07 APPOINTMENT OF EPWP BENEFICIARY TEAM LEADER/S

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

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

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

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

PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1		**BILL NO 2**				
1		**EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP BENEFICIARY INFRASTRUCTURE PROJECTS**				
1		**PREAMBLES**				
1		Tenderers are advised to study the Additional Specification SL: Employment and training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects as bound elsewhere in the Bills of Quantities and then price this Bill accordingly				
1		**TRAINING OF EPWP BENEFICIARY**				
1		(TARGET: 10 EPWP BENEFICIARY)				
1		Skills development and Technical training:				
1	1	Skills development and technical training for EPWP beneficiary for an average of 10 days (ref. SL11.01.01)	Item	1		
1	2	Penalty due to not meeting the target as in SL 11.01.02	Y/Work	R 2 000,00		
1		**TRAVELLING AND ACCOMMODATION DURING OFF SITE TRAINING:**				
1		Life skills training for 0 days (ref. SL 11.02.01)				
1	3	Travelling (based on 50km/EPWP beneficiary)	km	500		
1	4	Profit and attendance on Items 1, 2 & 3	%			
1		**EMPLOYMENT OF EPWP BENEFICIARY**				
1	5	Employment of EPWP beneficiary (30 youth) [New Office Block]	Item	1		
1		The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 100/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 6 months appointment for EPWP beneficiary				
1	6	Employment of EPWP beneficiary(40 youth) [Parking garage]	Item	1		
		TOTAL CARRIED TO SUMMARY				

SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDEND PUBLIC WORKS PROGRAMME (EPWP)			
Project title:	**ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**		
Project Code:	**058501**	EPWP NO:	**N/A**

Introductory notes:

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

DESCRIPTION OF THE WORKS

Employer's objectives

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

Labour-intensive works

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

LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C). at NQF outlined in Table 1. (See GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) -THIRD EDITION 2015)

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

Table 1: Skills programme for supervisory and management staff

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

1.2.3 Terms and conditions for the engagement of targeted labour
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

1.2.4 Terms and conditions for the engagement of targeted labour
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

1.2.5 Variations to SANS 1914-5

1.2.5.1 The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

1.3 Training of targeted labour

1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.

1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.

1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

1 Scope

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

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

2 Precedence

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

3 Hand excavateable material

Hand excavateable material is material:

a) Granular materials:

i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or

ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) Cohesive materials:

i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of. 60 degrees with respect to the horizontal) into the material being used.

Table 2: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	**DESCRIPTION**	**CONSISTENCY**	**DESCRIPTION**
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.

(Insert Your Company Logo)

(This shall serve as the cover page on employment contracts for local labour)

EMPLOYMENT AGREEMENT

BETWEEN

[CONTRACTOR NAME].....

AND

[WORKER NAME].....

4. TERMS AND CONDITIONS

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

  _____

  _____

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

  _____

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

5. REMUNERATION

The worker will receive compensation to the amount of R_____00 which must be paid by the 25th or on the last day of each month.

6. ROLES AND RESPONSIBILITIES

6.1 Employer / Worker

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

  Provide the following documentation to the employer,

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

9.4.2 Work on Sundays is paid at the ordinary rate of pay.

9.4.3 A task-rated worker who works on a public holiday must be paid;

(a) the worker's daily task rate, if the worker works for less than four hours;

(b) double the worker's daily task rate, if the worker works for more than four hours.

9.4.4 A time-rated worker who works on a public holiday must be paid

(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;

(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9,5 Sick leave

9.5.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

9.5.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.5.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.5.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.5.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.5.7 An employer must pay a worker sick pay on the worker's usual payday.

9.5.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is

(a) absent from work for more than two consecutive days; or

(b) absent from work on more than two occasions in any eight-week period.

9.5.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.5.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

9.6. Maternity Leave

9.6.1 A worker may take up to four consecutive months' unpaid maternity leave.

9.6.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

9.6.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

9.6.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

9.6.5 A worker may begin maternity leave as follows;

(a) four weeks before the expected date of birth; or

(b) on an earlier date

(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

(ii) if agreed to between employer and worker; or

9.7. Family responsibility leave

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

(a) when the employee's child is born;

(b) when the employee's child is sick;

(c) in the event of a death of

(i) the employee's spouse or life partner;

(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

9.8. Keeping Records

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

(a) the worker's name and position;

(b) copy of an acceptable worker identification

(c) in the case of a task-rated worker the number of tasks completed by the worker;

(d) in the case of a time-rated worker, the time worked by the worker;

(e) payments made to each worker in a form of Proof of Payment, Payroll registers and the acknowledgement of payment receipt signed by the worker.

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

9.9. Payment

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

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

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

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

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

9.9.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or

(c) pay the employer or any other person for having been employed.

9.12. Health and Safety

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

9.12.2 A worker must;

(a) work in a way that does not endanger his/her health and safety or that of any other person;

(b) obey any health and safety instruction;

(c) use any personal protective equipment or clothing issued by the employer;

(d) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

9.13. Compensation for Injuries and Diseases

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

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

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

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

9.14. Termination

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

9.14.2 A worker will not receive severance pay on termination.

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

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

KWAZULU-NATAL DEPARTMENT OF PUBLIC WORKS

EXPANDED PUBLIC WORKS PROGRAMME

The Attendance Register for on-site Workers

Reporting month: _____ Cell No: _____

Surname: _____ First Name: _____

Project Name: **ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**

Project Code: **058501** Tender No **ZNTU04288W**

IDENTITY NUMBER:

Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided In The Reporting Month
WEEK 1						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 2						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 3						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 4						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 5						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
Total Days worked						

BUSINESS PLAN

Reference No	
Profile ID	
Project Name	
Project Details	
Project Name	
Project Reference Number	
Project description	
Project Start Date	
Project End Date	
Estimated Budget	
Project Location	
Province	
District/Metro Municipality	
Local Municipality/Metro Region	
Latitude (in decimal format)	
Longitude (in decimal format)	
Public Body Details	
Public body sphere	
Reporting public body that is the project owner (and will report on the project)	
Implementing public body type	
Public body that will implement the project	
IDP reference number allocated to the project	
EPWP Details	
EPWP Sector	
EPWP Program	
EPWP Sub programme	
Budget Amount	
April 2014/March 2015	
April 2015/March 2016	
Total Budget Amount	

KZN PUBLIC WORKS

Monthly Data collection for LOCAL Labour

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Name of Contractor: _____ Project Code: **058501**

Name of Project: **ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**

Reporting month:_____

Beneficiary Details																													
No	First Name	Initial	Surname	ID number													D.O.B	Gender F/M	Disability Y/N	Start Date on the current month	End Date on the current month	Total days worked	Job description	Registered on UIF (Y/N)	Registered with COIDA (Y/N)	Are you receiving any Gov grant? (Y/N)	1st Language	Other Language 1
1																												
2																												
3																												
4																												
5																												
6																												
7																												
8																												
9																												

EXPANDED PUBLIC WORKS PROGRAMME

_____ Project location name (area):_____

_____ Project location (Ward No.):_____

Experience/Literacy			Location Details				Household Details		
Other Language 2	Education Level (See Codes below)	Highest Level of Education	Address	Ward No.	Cell No.	Nationality	No. of people in Household	No. of Dependants in Household	No. of Children attending school

KZN PUBLIC WORKS

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

EXPANDED PUBLIC WORKS PROGRAMME

Worker payment capture form for LOCAL Labour

Name of Contractor: _____

Project Code: **058501**

Name of Project: **ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**

Reporting month: _____

Payment Upload

No.	First Name	Initials	Surname	Identity No.	D.O.B	Job Description	Daily Wage Rate	Total Paid Days	Total Amount Paid	Total days Worked Days
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

Contractor sign:_____
Designation:_____
Date:_____
Contact no:_____

DPW Official/Consultant sign:_____
Designation:_____
Date:_____
Contact no:_____

EPWP Official sign:_____
Designation:_____
Date:_____
Contact no:_____

KZN PUBLIC WORKS
Worker Training capture form for LOCAL Labour

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

EXPANDED PUBLIC WORKS PROGRAMME

Name of Contractor:
Name of Project: **ZNTU04288W: DEPARTMENT OF HEALTH: NDLANGUBO CLINIC: WIMS NO. 058501: PROVISION OF BOREHOLE WITH BOOSTER PUMP AND WATER TREATMENT SYSTEM**

Project Code: **058501**

Reporting month:

Training

No	Name	Surname	ID No.	Job description	Course Name	Was training Accredited or Non - accredited by a relevant SETA	Start date on current month	End date on current month	Training Days Paid	Training Days Not Paid	Total Number of Training Days	Cost per trainee	Is training complete or on - going	Name of Training Provider
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														

Contractor sign: _____

Designation: _____

Date: _____

DPW Official/Consultant sign: _____

Designation: _____

Date: _____

EPWP Official sign: _____

Designation: _____

Date: _____

Location

Locality Name	Ndlangubo
Municipality	Umlalazi
Subplace	Ndlangubo
Ward	24
Government Facility	Clinic
Latitude	28,76584200 S
Longitude	31,69784700 E
Physical Address/Location	Eshowe

Please do a print preview before printing.