# GAUTENG ENTERPRISE PROPELLER

**CONTRACT NUMBER: GEP003-BIOPARKPHASE1C/18**

| **ISSUED BY:** |
|---|
| ***GAUTENG ENTERPRISE PROPELLER***<br>**124 Main Street**<br>**6th Floor, Marshalltown**<br>**Johannesburg**<br>**2107**<br>**Telephone : 011 085 2001** |

**NAME OF THE TENDERER:** : _____

**TEL NUMBER** : _____

**FAX NUMBER** : _____

# TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE ALTERATIONS/MODIFICATIONS OF BIOPARK PHASE 1 AT THE INNOVATION HUB – BIOPARK PHASE 1C

# Contents


| Number | Heading |
|---|---|
| **The Tender** | |
| **Part T1: Tendering procedures** | |
| **T1.1** | Tender Notice and Invitation to Tender |
| T1.2 | Tender Data |
| **Part T2: Returnable documents** | |
| T2.1 | List of Returnable Documents |
| T2.2 | Returnable Schedules |
| **The Contract** | |
| Form W | Local Content (SBD 6.2) |
| **Part C1: Agreement and Contract Data** | |
| C1.1 | Form of Offer and Acceptance |
| C1.2 | Contract Data / General Conditions of Contract |
| C1.3 | Form of Guarantee |
| C1.4 | Agreement with regard to Compliance with Construction Regulations |
| **Part C2: Pricing data** | |
| C2.1 | Pricing Instructions |
| C2.2 | Bill of Quantities / Schedule of Activities |
| **Part C3: Scope of Work** | |
| C3 | Scope of Work |
| **Part C4: Site Information** | |
| C4 | Site Information |

# INDEX

**PART T1: TENDERING PROCEDURES ..... 2**

T1.1: Tender Notice and Invitation to Tender .....2

# PART T1: TENDERING PROCEDURES

## T1.1: Tender Notice and Invitation to Tender

### Tender for the Appointment of a Contractor for The Alterations/Modifications of Biopark Phase 1 at The Innovation Hub – Biopark Phase 1C

### Tender No. GEP003-BIOPARKPHASE1C/18

Gauteng Enterprise Propeller (GEP) invites tenders for the Contractor to carry **Construction of BioPark Phase 3 at the Innovation Hub, Pretoria.** The tender will be evaluated in terms of the 90:10 preferential points system in accordance with the Preferential Procurement Policy Framework Act No. 5 of 2000 (as amended) and also the PPPFA Regulations 2017 that became effective on the 1st April 2017.

Bidders should have a CIDB contractor grading of **7GB, 6GB PE or Higher**. The following prequalification criteria apply:-

- The tenderer must have minimum B-BBEE status level of contributor of Level 3;
- The tenderer must subcontract a minimum of 30% to either, or a combination of:-
  - an EME or QSE which is at least 51% owned by black people who are youth;
  - an EME or QSE which is at least 51% owned by black people who are women;
  - an EME or QSE which is at least 51% owned by black people with disabilities;
  - an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- A tender that fails to meet any pre-qualifying criteria stipulated above is an unacceptable tender.

The bid documents are to be downloaded online for free on www.gauteng.net
Supply Chain Management and Technical enquiries relating to the issuing of these documents may be addressed to Bioparkphase1c@gep.co.za.

A Compulsory Clarification Meeting with representatives of the Employer will take place at the Site (BioPark Phase 1 Boardroom, The Innovation, Allan Cormack St, Persequor, Pretoria, 0020) at **11:00am** to **12:30pm** on **09th February 2018**. Parking will be provided in BioPark Phase 2 parking and The Innovation Centre External Parking, all within the Innovation Hub.

The compulsory site meeting is to be attended by a technical person as the clarification meeting will further elaborate on the tender requirements and scope of works.

Only one person may be authorised to sign on behalf of each company or tenderer.

The tender will close on **23rd February 2018** at **11:00 am**, at Gauteng Enterprise Propeller Offices, 124 Main Street, 6th Floor Marshalltown, Johannesburg, 2107. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued by electronic means. The retyping of the tender document is not permitted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

## INDEX

**T1.2: Tender Data**.....4

**Conditions of Tender**.....4

## T1.2: Tender Data

## T1.2 TENDER DATA

The conditions of Tender are the **Standard Conditions of Tender** as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement, as printed in the **Government Gazette No 31823** dated **30 January 2009.** The under mentioned items of data and deviations will have precedence over the Standard Conditions of Tender conditions in Annexure F.

A tender that fails to meet any of the conditions of the standard for uniformity will render the submission to is an unacceptable tender.

The **Standard Conditions of Tender for Procurements** 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.

| Clause number | Data |
|---|---|
| F.1.1<br>ACTIONS | Employer is:<br>**Gauteng Enterprise Propeller**<br>124 Main Street, 6th Floor Marshalltown, Johannesburg, 2107 |
| F.1.2<br>TENDER DOCUMENTS | The Tender documents issued by the Employer comprise:<br>**THE TENDER**<br>**Part T1 Tendering procedures**<br>Part T1.1 Tender notice and invitation to Tender<br>Part T1.2 Tender data<br><br>**Part T2 Returnable documents**<br>Part T2.1 List of returnable documents<br>Part T2.2 Returnable schedules<br>**THE CONTRACT**<br><br>Form W Local Content<br><br>**Part C1 Agreements and contract data**<br>C1.1 Form of offer and acceptance<br>C1.2 Contract data<br>C1.3 Form of Guarantee<br>C1.4 Agreement compliance with Construction Regulations<br><br>**Part C2 Pricing Data**<br>C2.1 Pricing Instructions<br>C2.2 Bill of Quantities<br><br>**Part C3 Scope of Works**<br>C3.1 Scope of Works<br>C3.2 Drawings<br><br>**Part C4 Site Information**<br>C4.1 Site Information |
| F.1.4<br>COMMUNICATION AND EMPLOYER'S AGENT | The Employer's Agent is: Phunga Consulting Engineers<br>Name : Mr Koketso Moyaba<br>Address : Route 21 Corporate Park, 63 Regency Drive, Irene, Centurion, 0157 |
| | Only those Tenderers who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in |

| Clause number | Data |
|---|---|
| | accordance with the sum tendered for a **7GB, 6GB PE or Higher** class of construction work.<br>Joint Ventures are eligible to submit Tenders provided that:<br>(1) each member of the joint venture is registered with the CIDB,<br>(2) the lead partner rule will also apply, and<br>(3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7GB class of construction work. |
| F.2.7<br>CLARIFICATION MEETING | The arrangements for a compulsory information session are:<br>**BioPark Phase 1 Boardroom, The Innovation, Allan Cormack St, Persequor, Pretoria, 0020**<br>**Date: 09th February 2018, Starting time: 11:00 am to 12:30 pm.**<br>Parking will be provided BioPark Phase 2 Parking, and external parking at the Innovation Centre, all within The Innovation Hub |
| F.2.12<br>ALTERNATIVE TENDER OFFERS | Alternative Tender Offers will not be entertained. |
| F.2.13.3<br>SUBMITTING A TENDER OFFER | Submit the tender offer communicated electronically as an original plus A copy of the Tender document will also be required (One Original and One Copy are to be submitted by the Tenderers). The parts communicated electronically to remain in the same format as they were issued by the employer. |
| F.2.13.5<br>SUBMITTING A TENDER OFFER | The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:<br>Location of Tender box: **Gauteng Enterprise Propeller Offices, Ground Floor Main Reception**<br>Physical address: **124 Main Street, 6th Floor Marshalltown, Johannesburg, 2107**<br>Identification details: Contract Number: **GEP003-BIOPARKPHASE1C/18**<br>Description of project: **TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF BIOPARK PHASE 3 AT THE INNOVATION HUB** |
| F.2.15<br>CLOSING TIME | The closing time for submission of Tender offers is:<br>**11:00** AM on **23rd February 2018.**<br>Telephonic, telegraphic, telex, facsimile or e-mailed Tender offers will **NOT** be accepted. |
| F.2.16<br>TENDER OFFER VALIDITY | The Tender offer validity period is **90 days.** |
| F.2.18<br>PROVIDE OTHER MATERIAL | Not Applicable. |
| F.2.19 | To be Advised before the award (if necessary). |

| Clause number | Data |
|---|---|
| INSPECTIONS, TESTS AND ANALYSIS | |
| F.2.23<br>CERTIFICATES | As per the Tender Returnable Schedules and Document **(ENVELOPE A)** |
| F.3.4<br>OPENING OF TENDER SUBMISSIONS | **The time and location for opening of the tender offers**:<br>Since the Two Envelope System will be used, the Tenders will not be opened in Public, except making known the names of companies that submitted the tender offers.<br>**Location for Announcement of the companies that submitted the Tenders:**<br>To be uploaded onto the GEP website-www.gauteng.net |
| F.3.5<br>TWO-ENVELOPE SYSTEM | A two-envelope procedure will be followed, tenders will be opened at 11:00am on the 23rd February 2018 in the Main Reception, Ground Floor, 124 Main Street, Marshalltown, Johannesburg, 2107<br>**ENVELOPE A: TECHNICAL OFFER**<br>**THE TENDER**<br>**Part T1 Tendering procedures**<br>Part T1.1 Tender notice and invitation to Tender<br>Part T1.2 Tender data<br>**Part T2 Returnable documents**<br>Part T2.1 List of returnable documents<br>Part T2.2 Returnable schedules<br>**ENVELOPE B: FINANCIAL OFFER**<br>**THE CONTRACT**<br>Form A Subcontracting Percentage<br>Form W Local Content<br>**Part C1 Agreements and contract data**<br>C1.1 Form of offer and acceptance<br>C1.2 Contract data<br>C1.3 Form of Guarantee<br>C1.4 Agreement compliance with Construction Regulations<br>**Part C2 Pricing Data**<br>C2.1 Pricing Instructions<br>C2.2 Bill of Quantity<br>**Part C3 Scope of Works**<br>C3 Scope of Works<br>**Part C4 Site Information**<br>C4 Site Information |
| F.3.9<br>3.9.2<br>ARITHMETICAL ERRORS | The employer will correct the arithmetical errors in the following manner:<br>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.<br>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall |

| Clause number | Data |
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| | 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.<br><br>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.<br><br>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above |
| F.3.11<br><br>EVALUATION OF TENDER OFFERS | The preference procedure for evaluation of responsive Tender offers shall be the **90/10** point preference system, being a maximum of 90 points for price and a maximum of 10 points for B-BBEE Status level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with Regulation 10 of the Preferential Procurement Regulations, 2017 (As Amended).<br><br>The procedure for the evaluation of responsive tenders will be Method 2 (Functionality, Price and Preferences).<br><br>The evaluation of the tender shall be conducted in Five Stages:<br><br>✓ ***Stage 1:*** *Administrative / Statutory Compliance / Responsiveness Assessment*<br>✓ ***Stage 2:*** *Prequalification Assessment*<br>✓ ***Stage 3:*** *Functionality / Quality Evaluation (threshold)*<br>✓ ***Stage 4*** *Financial Offer Evaluation (Formula)*<br>✓ ***Stage 5:*** *B-BBEE Rating Status Evaluation (90:10). Add the B-BBEE Rating Status Points & Financial Points to get the Final Points for award*<br><br>**Stage 1: Administrative / Statutory Compliance / Responsiveness Assessment**<br><br>✓ **Submission of Valid Returnable Documents**<br>➢ *Registration on Central Supplier Database (CSD) with Active Status*<br>➢ *Registration with CIDB in the appropriate category*<br><br>✓ **Administrative issues**<br>➢ *Use of Correction Fluid in the Tender Document is not permitted*<br>➢ *Printing and submission of the whole electronic issued Tender Document*<br>➢ *Retyping of the Tender Document or sections thereof is not permitted*<br><br>✓ **Completeness of the Returnable Schedules and Documents**<br>➢ *Audited Financial Statements for the previous 2 financial years*<br>➢ *Original Bank Rating letter, signed and stamped by the issuing institution*<br><br>✓ **Signing of All Returnable Schedules where so indicated**<br><br>**Stage 2: Prequalification Assessment**<br>➢ *Subcontractors only from the CSD query list provided with this tender*<br>➢ *Signed subcontract agreement stating the subcontract sum*<br>➢ *Registration with CIDB and other relevant Statutory Organisations for each Subcontractor*<br>➢<br>**Stage 3: Functionality / Quality Evaluation**<br><br>➢ *The evaluation for functionality / quality will only be based on the information submitted by the tenderers. Please note that no preferences may be granted to incomplete claims for preferences.* |

| Clause number | Data |
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➢ *Score quality / functionality, rejecting all tender offers that fail to score the minimum number of points for quality / functionality stated in the Tender Data (If Any);*

| Functionality / Quality Criteria | W | Total Points |
|---|---|---|
| **Experience of the Tendering Entity as detailed on Form J**<br><br>➢ **Value of similar Alteration/Modification Works Work at or above 7GB or 6GB PE (Upper Limit R40M) work carried out by the tendering entity on Practical completion in the last 5 years**<br><br>o 5 x Signed Final Completion Certificate (5 points)<br>o 4 x Signed Final Completion Certificate (4 points)<br>o 3 x Signed Final Completion Certificate (3 points)<br>o 2 x Signed Final Completion Certificate (2 points)<br>o 1 x Signed Final Completion Certificate (1 points)<br>o No Signed Final Completion Certificate (0 Points) | **5** | |
| **Reference by way of completion of Form U (included in this document on Page 57) issued by previous / current clients of the tendering entity for work done in the last 5 years**<br><br>o 5 x Reference Forms from Previous / Current Clients (5 points)<br>o 4 x Reference Forms from Previous / Current Clients (4points)<br>o 3 x Reference Forms from Previous / Current Clients (3 points)<br>o 2 x Reference Forms from Previous / Current Clients (2 points)<br>o 1 x Reference Forms from Previous / Current Client (1 points)<br>o No Reference Forms (0 Points) | **5** | |
| **Expertise of the Key Personnel of the Tendering Entity to be supported by CVs signed by the relevant person and dated and copies of relevant qualifications and professional registration to be submitted with the bid. All documents to be dated and certified within 3 months of the date of submission of the bid. (16th February 2018)**<br><br>➢ **Experience of the Contracts Manager – Number of years on similar Alterations/Modifications Works of 7GB, 6GB PE or higher similar size of projects:**<br><br>o 7 Years or more (5 Points)<br>o 5 to 7 Years (4 Points)<br>o 3 to 5 Years (3 Points)<br>o 2 to 3 Years (2 Points) | **5** | |

| Clause number | Data | | |
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| | ○ 1 to 2 Year (1 Points)<br>○ Below 1 Year (0 Points | | |
| | ➢ **Experience of the Construction Manager \| Site Agent – Number of years on similar Alterations/Modifications Works of 7GB, 6GB PE (R40M Upper Limit) or higher similar size of projects:**<br>○ 7 Years or more (5 Points)<br>○ 5 to 7 Years (4 Points)<br>○ 3 to 5 Years (3 Points)<br>○ 2 to 3 Years (2 Points)<br>○ 1 to 2 Year (1 Points)<br>○ Below 1 Year (0 Points | **5** | |
| | ➢ **Experience of the OHS Manager – Number of years on similar Alterations/Modifications Works of 7GB, 6GB PE (R40M Upper Limit) or higher similar size of projects:**<br>○ 7 Years or more (5 Points)<br>○ 5 to 7 Years (4 Points)<br>○ 3 to 5 Years (3 Points)<br>○ 2 to 3 Years (2 Points)<br>○ 1 to 2 Year (1 Points)<br>○ Below 1 Year (0 Points) | **5** | |
| | ➢ **Experience of the Quantity Surveyor – Number of years on similar Alterations/Modifications Works of 7GB, 6GB PE or higher similar size of projects:**<br>○ 7 Years or more (5 Points)<br>○ 5 to 7 Years (4 Points)<br>○ 3 to 5 Years (3 Points)<br>○ 2 to 3 Years (2 Points)<br>○ 1 to 2 Year (1 Points)<br>○ Below 1 Year (0 Points) | **5** | |
| | ➢ **Experience of the General Foreman – Number of years on similar Alterations/Modifications Works of 7GB, 6GB PE or higher similar size of projects:**<br>○ 7 Years or more (5 Points)<br>○ 5 to 7 Years (4 Points)<br>○ 3 to 5 Years (3 Points)<br>○ 2 to 3 Years (2 Points)<br>○ 1 to 2 Year (1 Points)<br>○ Below 1 Year (0 Points) | **5** | |

| Clause number | Data | | |
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| | | | |
| | ➢ **Experience of the Building Services Manager– Number of years on similar Alterations/Modifications Works of 7GB, 6GB PE or higher similar size of projects:**<br>○ 7 Years or more (5 Points)<br>○ 5 to 7 Years (4 Points)<br>○ 3 to 5 Years (3 Points)<br>○ 2 to 3 Years (2 Points)<br>○ 1 to 2 Year (1 Points)<br>○ Below 1 Year (0 Points) | **5** | |
| | **Individual value of projects handled by the Key Personnel on a Alterations/Modifications Works project of 7GB or higher nature:**<br><br>**Contracts Manager:-**<br>○ Above R13 million (5.0 Points)<br>○ R6.5 million to R13 million (4.0 Points)<br>○ R4 million to R6.5 million (3.0 Points)<br>○ R2 million to R4 million (2.0 Points)<br>○ R650 thousand to R2million (1.0 Points)<br>○ Below R650 thousand (0.0 Points) | **5** | |
| | **Construction Manager \| Site Agent:-**<br>○ Above R13 million (5.0 Points)<br>○ R6.5 million to R13 million (4.0 Points)<br>○ R4 million to R6.5 million (3.0 Points)<br>○ R2 million to R4 million (2.0 Points)<br>○ R650 thousand to R2million (1.0 Points)<br>○ Below R650 thousand (0.0 Points) | **5** | |
| | **OHS Manager:-**<br>○ Above R13 million (5.0 Points)<br>○ R6.5 million to R13 million (4.0 Points)<br>○ R4 million to R6.5 million (3.0 Points)<br>○ R2 million to R4 million (2.0 Points)<br>○ R650 thousand to R2million (1.0 Points)<br>○ Below R650 thousand (0.0 Points) | **5** | |
| | **Quantity Surveyor:-**<br>○ Above R13 million (5.0 Points)<br>○ R6.5 million to R13 million (4.0 Points)<br>○ R4 million to R6.5 million (3.0 Points)<br>○ R2 million to R4 million (2.0 Points)<br>○ R650 thousand to R2million (1.0 Points)<br>○ Below R650 thousand (0.0 Points) | **5** | |
| | **General Foreman:-**<br>○ Above R13 million (5.0 Points) | | |

| Clause number | Data | | |
|---|---|---|---|
| | ○ R6.5 million to R13 million (4.0 Points)<br>○ R4 million to R6.5 million (3.0 Points)<br>○ R2 million to R4 million (2.0 Points)<br>○ R650 thousand to R2million (1.0 Points)<br>○ Below R650 thousand (0.0 Points) | **5** | |
| | **Building Services Manager:-**<br>○ Above R13 million (5.0 Points)<br>○ R6.5 million to R13 million (4.0 Points)<br>○ R4 million to R6.5 million (3.0 Points)<br>○ R2 million to R4 million (2.0 Points)<br>○ R650 thousand to R2million (1.0 Points)<br>○ Below R650 thousand (0.0 Points) | **5** | |
| | **Capacity of the Tendering Entity (Refer to FORM I page 45 Section T2.2)**<br><br>➢ **Plant and Equipment**<br><br>○ Has all listed required equipment (10 points)<br>○ Intends Leasing some of the required Equipment (7 points)<br>○ Intends Leasing all the required Equipment (4 points)<br>○ Does not have any of the required equipment (0 points)<br><br>Bidders must provide Proof of Ownership or Letter of Intent from Plant Hire company to lease the equipment | **10** | |

| Clause number | Data |
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|---|---|---|
| **Execution Plan / Methodology by the Tendering Entity**<br><br>➢ **Methodology**<br><br>○ Site Establishment (1.0 points)<br>○ Hoarding and Modification (3.0 point)<br>○ Concrete Works (2.0 point)<br>○ Façade Works (1.0 points)<br>○ Engineering Services (2.0 points)<br>○ Finishes (1.0 points)<br><br>➢ **Programme of Work**<br><br>○ Task List Shows full Scope of Works (1.0 point)<br>○ Reasonable Duration for each task (1.0 point)<br>○ Linkage between tasks and sequencing thereof (1.0 point)<br><br>➢ **Quality Control**<br><br>○ Quality Control Practices and Procedures Must Include Quality Management System, Health And Safety Plan And An Environmental Management Plan. (5.0 Points) | **10**<br><br>**3**<br><br>**5** | |
| **Financial Standing of the Tendering Entity**<br><br>○ Bank rating letter stamped and signed by the issuing institution<br><br>○ Bank Code A (5.0 points)<br>○ Bank Code B (3.0 points)<br>○ Bank Code C (1.0 points)<br>○ No Bank Code (0.0 points) | **5.0** | |
| **Total Functionality / Quality** | **100** | |

The minimum threshold for the functionality evaluation is **70 points.** The Tenderers that do not meet this minimum threshold will not proceed to the next stage of evaluation of the tender.

**Stage 4: Process for the calculation of preference points**

The process for the evaluation of tender offers will be as follows:

✓ Score tender evaluation points for financial offer;

<table>
<tr><th>Clause number</th><th>Data</th></tr>
<tr><td></td><td>
✓ The Preference Point System assigns a score to each tenderer on tender price, using the following formula:<br><br>
<u>The Formula of scoring the tender Price for Tenders above R50, 000,000 (90:10)</u><br><br>
For this tender the 90:10 preference points system will be used.<br><br>
$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$<br><br>
Where<br><br>
Pt = Preference points for price of tender under consideration;<br><br>
P = Rand value of tender under consideration; and<br><br>
Pmin = Rand value of the lowest acceptable tender.<br><br>
Stage 5: Evaluation of the B-BBEE Status Rating<br><br>
✓ Score the tender evaluation points for B-BBEE Status level of Contributor in accordance with the rating reflected in the submitted B-BBEE Rating Certificate.<br><br>
<table>
<tr><th>B-BBEE Status Level of Contributor</th><th>Number of Points (90/10)</th></tr>
<tr><td>1</td><td>10</td></tr>
<tr><td>2</td><td>9</td></tr>
<tr><td>3</td><td>6</td></tr>
</table>
<br>
✓ Add the total tender evaluation points for Price and B-BBEE Status;<br>
✓ Rank tender offers from the highest number of tender evaluation points to the lowest; and recommend the tenderer with the highest number of tender evaluation points for the award of the contract.
</td></tr>
<tr><td>F.3.13.1<br>ACCEPTANCE OF TENDER OFFER</td><td>Tenders containing any one or more of the errors or omissions, or Tenders not having complied with any one of the peremptory Tender conditions as detailed in this Tender document, shall not be considered and shall automatically be rejected.</td></tr>
<tr><td>F.3.18<br>PROVIDE COPIES OF THE CONTRACTS</td><td>The number of paper copies of the signed contract to be provided by the Employer is ONE.</td></tr>
<tr><td>ADDITIONAL CONDITIONS<br>APPLICABLE TO THIS TENDER</td><td>The additional conditions of Tender are:<br>1 The Employer/Engineer may also request that the Tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</td></tr>
</table>

| Clause number | Data |
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| | 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.<br>3 The Tender document shall be submitted as a whole and shall **not** be taken apart.<br>4 **List of returnable documents (PART T2) must be completed in full** (A Tenderer's company profile **will not** be used by the Gauteng Enterprise Propeller to complete PART T2 on behalf of the Tenderer)<br>**NB: If PART T2 is not completed in full by the Tenderer, this offer will be rejected.** |

# RETURNABLE DOCUMENTS

# LIST OF RETURNABLE DOCUMENTS

**THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE GAUTENG ENTERPRISE PROPELLER WILL NOT CONSIDER THIS TENDER.**

| Clause referred to in Standard Conditions of Tender | Document |
|---|---|
| F.2.1 | Tenderers shall provide their CRS Number of registered Contractor as well as JV Partner*. CRS Number of Tenderers or JV Partners must be filled in below:<br><br>**NB: In cases where a bidder intends to form a Joint Venture, the CRS number/s must be filled in below i.e. the Lead partner and Joint Venture partner/s:**<br><br>**Tenderer/Leading JV Partner**<br><br>CRS Number: _____<br>Name of Company: _____<br><br>**JV Partner**<br><br>CRS Number: _____<br>Name of Company: _____<br><br>**JV Partner**<br><br>CRS Number: _____<br>Name of Company: _____<br><br>All contractors, even tendering in JV, must be registered with CIDB. The lead Partner must have Category **6GB PE** or **HIGHER** Contractor<br><br>***NB:** Recent printout from CIDB website indicating the CRS number will also be accepted. |
| F.2.7 | Attendance of the Compulsory Site Clarification meeting and submission of the signed Form K as stipulated. |
| F.2.10 | Form of Offer must be completed and signed by duly authorised person. |
| F.2.11 | Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file.<br><br>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.<br><br>In the event of mistakes having been made on **Form of Offer** it must be crossed out in ink and be accompanied by an initial at each and every price alteration. |
| F.2.13.4 | Authority of Signitory to sign the Form of Offer and where required in tender document (See Form D). |
| F.2.28 | Bidders must ensure compliance with their tax obligations.<br><br>Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax |

| | |
|---|---|
| | status.<br><br>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.<br><br>Bidders may also submit a printed TCS together with the bid.<br><br>In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number.<br><br>A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.<br><br>Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided. |

| | |
|---|---|
| SECTION T2.2.1: | FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS |
| SECTION T2.2.2: | FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017(SBD 6.1) |
| SECTION T2.2.3: | FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS |
| SECTION T2.2.4: | FORM D: AUTHORITY OF SIGNATORY |
| SECTION T2.2.5: | FORM E: STATUS OF CONCERN SUBMITTING TENDER |
| SECTION T2.2.6: | FORM F: DECLARATION OF INTEREST (SBD 4) |
| SECTION T2.2.7: | FORM G: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8) |
| SECTION T2.2.8: | FORM H: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9) |
| SECTION T2.2.9: | FORM I: SCHEDULE OF PLANT AND EQUIPMENT |
| SECTION T2.2.10: | FORM J: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER |
| SECTION T2.2.11: | FORM K: CERTIFICATE OF TENDERER'S COMPULSORY SITE CLARIFICATION MEETING ATTENDANCE |
| SECTION T2.2.12: | FORM L: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF |
| SECTION T2.2.13: | FORM M: QUALITY MANAGEMENT SYSTEMS |
| SECTION T2.2.14: | FORM N: COMPLIANCE WITH OHSA (ACT 85 OF 1993) |
| SECTION T2.2.15: | FORM O: VALID TAX CLEARANCE CERTIFICATE |
| SECTION T2.2.16: | FORM P: PRELIMINARY PROGRAMME |
| SECTION T2.2.17: | FORM Q: ESTIMATED MONTHLY EXPENDITURE |
| SECTION T2.2.18: | FORM R: ALTERATIONS BY TENDERER |
| SECTION T2.2.19: | FORM S.1: SUPPLIER MAINTENANCE FORM |
| SECTION T2.2.20: | FORM T: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION |
| SECTION T2.2.21: | FORM U: TENDERERS PERFORMANCE EVALUATION FORM |
| SECTION T2.2.22: | FORM V : COMPULSORY ENTERPRISE QUESTIONNAIRE |

# RETURNABLE SCHEDULES

## FORM A: SUBCONTRACTING PERCENTAGE

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

| # | CSD Query # | Name of Subcontractor | Value of Work to be subcontracted (Incl. VAT) |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |
| 16 | | | |
| 17 | | | |
| | **a** | **Total Amount of Subcontracted Works (Incl. VAT)** | |
| | **b** | **Tender Sum (Incl. VAT)** | |
| | **c** | **Percentage Subcontracted (c=a/b)** | |

Note: ***Tenderer to provide a signed copy of the fully completed JBCC Subcontract agreement (Ed 6.1) between both parties***

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. The contractor is to obtain approval if he/she intends to change the submitted list of Subcontractors.

| | |
|---|---|
| ..... | ..... |
| Signature | Date |
| ..... | ..... |
| Name of Bidder | Position of Signatory |

COMPANY STAMP

# FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)

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

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

## 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

| | **POINTS** |
|---|---|
| **PRICE** | 90 |
| **B-BBEE STATUS LEVEL OF CONTRIBUTOR** | 10 |
| **Total points for Price and B-BBEE must not exceed** | **100** |

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black

Economic Empowerment Act, 2003 (Act No. 53 of 2003);

**(e)** **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

**1)** B-BBEE Status level certificate issued by an authorized body or person;

**2)** A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

**3)** Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

**90/10**

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

| B-BBEE Status Level of Contributor | Number of points (90/10 system) |
|---|---|
| 1 | 10 |

| | |
|---|---|
| 2 | 9 |
| 3 | 6 |

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor. = ……(maximum of 10 points)

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

## 7. SUB-CONTRACTING

7.1 Refer to Form A

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/ firm:…….

8.2 VAT registration number:……

8.3 Company registration number:……

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……..

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

SIGNATURE(S) OF BIDDERS(S)

DATE: ……..

ADDRESS ……..

……..

……..

WITNESSES

1. ……..

2. ……..

# FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

| Date | | Title of Details |
|---|---|---|
| **1.** | | |
| **2.** | | |
| **3.** | | |
| **4.** | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |
| **8.** | | |
| **9.** | | |
| **10.** | | |
| **11.** | | |
| **12.** | | |
| **13.** | | |
| **14.** | | |
| **15.** | | |
| **16.** | | |
| **17.** | | |
| **18.** | | |
| **19.** | | |

**Attach additional pages if more space is required.**

Signature of person authorised to sign the tender: .....

Date: .....

## FORM D: AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD S T A T I O N E R Y** , a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

**ΞΨZ ΧΟΝΣΤΡΥΧΤΙΟΝ (Pty) Ltd**

By resolution of the Board of Directors taken on *20 May 2000, MR A.F JONES*

has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of ΞΨZ Χονστρυχτιον (ΠΤΨ) Λτ

| | |
|---|---|
| SIGNED ON BEHALF OF THE COMPANY: | (Signature of Managing Director) |
| IN HIS CAPACITY AS: | Managing Director |
| DATE: | 20 May 2000 |
| SIGNATURE OF SIGNATORY: | (Signature of *A.F Jones)* |

As witnesses:

1. .....

2. .....

Signature of person authorised to sign the tender: .....

Date: .....

# FORM E: STATUS OF CONCERN SUBMITTING TENDER

## 1. GENERAL

State whether the tenderer is a company, a closed corporation, a partnership or a one-man concern. (Make an X in the appropriate space below)

| | | | | | |
|---|---|---|---|---|---|
| Company | ☐ | Closed Corporation | ☐ | Partnership | ☐ |
| One-man concern | ☐ | Joint Venture | ☐ | | |

## 2. INFORMATION TO BE PROVIDED

(Block letters)

### 2.1 If the tenderer is a Company:

(a) Affix a certified copy of the Certificate of Incorporation to this page.
(b) List the Directors.

### 2.2 If the tenderer is a Closed Corporation:

(a) Affix a certified copy of the Founding Statement to this page.
(b) List the Members.

### 2.3 If the tenderer is a Partnership:

List the partners.

### 2.4 If the tenderer is a One-man concern:

Provide the full name and ID number of the person.

### 2.5 If the tenderer is a Joint Venture:

(a) Affix a certified copy of the Founding Statement of each partner of the JV to this page.
(b) Affix JV agreement.

## 3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act Nr. 89 of 1991) (Make an X in the appropriate space below)

Yes ☐ / No ☐ Registration no.: .....

Signature of person authorised to sign the tender: .....

Date: .....

# FORM F: DECLARATION OF INTEREST (SBD 4)

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

   - the bidder is employed by the state; and/or

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

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

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

   2.2 Identity Number: .....

   2.3 Position occupied in the Company (director, trustee, shareholder[2]): .....

   2.4 Company Registration Number: .....

   2.5 Tax Reference Number: .....

   2.6 VAT Registration Number: .....

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

   2.7 Are you or any person connected with the bidder Presently employed by the state? Yes ☐ / No ☐

   2.7.1 If so, furnish the following particulars:

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

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

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

[2] "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

.....

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

Any other particulars:
.....
.....

.....

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

2.7.2.1 If yes, did you attached proof of such authority to the bid document? Yes ☐ / No ☐

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? Yes ☐ / No ☐

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? Yes ☐ / No ☐

2.9.1 If so, furnish particulars:

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? Yes ☐ / No ☐

2.10.1 If so, furnish particulars:

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? Yes ☐ / No ☐

2.11.1 If so, furnish particulars:

.....

.....

.....

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

| Full Name | Identity Number | Personal Tax Reference Number | State Employee Number / Persal Number |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

4. Declaration

I, the undersigned (Name .....

certify that the information furnished in paragraphs 2 and 3 above is correct.

- 
- I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

| | |
|---|---|
| ..... | ..... |
| Signature | Date |
| ..... | ..... |
| Name of Bidder | Position of Bidder |

## FORM G: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

1. This Standard Bidding Document must form part of all tenders invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The tender of any tenderer will be rejected if that tenderer, or any of its directors have:

   a. abused the institution's supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

| Item | Question | Yes | No |
|---|---|---|---|
| 4.1 | Is the bidder any of its directors listed on the National Treasury's database as a company or persons prohibited from doing business with the public sector? (**Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).** | Yes ☐ | No ☐ |
| 4.1.1 | If so, furnish particulars:<br>.....<br>.....<br>.....<br>..... | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **(To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)3265445)** | Yes ☐ | No ☐ |
| 4.2.1 | If so, furnish particulars:<br>.....<br>.....<br>.....<br>..... | | |

| Item | Question | Yes | No |
|---|---|---|---|
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes ☐ | No ☐ |
| 4.3.1 | If so, furnish particulars:<br>.....<br>.....<br>..... | | |
| 4.4 | Was any contract between the bidder and the Department entity or any other organ of state terminated during the past five years on account of failure to perform on or to comply with the contract? | Yes ☐ | No ☐ |
| 4.4.1 | If so, furnish particulars:<br>.....<br>.....<br>..... | | |
| 4.5 | Does the bidder or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality / Municipal entity, or to any other Municipality / Municipal entity, that is in arrears for more than three months? | Yes ☐ | No ☐ |
| 4.5.1 | If so, furnish particulars:<br>.....<br>.....<br>..... | | |

## CERTIFICATION

I, the undersigned (full name) .....
certify that the information furnished on this declaration form to be true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

..... .....
Signature Date

..... .....
Name of Bidder Position of Bidder

# FORM H: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

1. This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

    a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

    b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

**SBD 9**

# CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....
(Bid Number and Description)

in response to the invitation for the bid made by:

.....
.....
(Name of Institution)

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

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

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

[3] 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.

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

| | |
|---|---|
| ..... | ..... |
| Signature | Date |
| ..... | ..... |
| Name of Bidder | Position of Signatory |

# FORM I: SCHEDULE OF PLANT AND EQUIPMENT

The following is a list of major items of relevant equipment that are required for the contract. The tenderer should then indicate the quantities of the major plant they will require and furthermore include the use of this equipment in the Method Statement
Proof of ownership to submitted with the bid if owned. However, if equipment is to be leased then the lease company should state on their letterhead that the equipment will be available to the tenderer for the duration of the contract, citing the contract number on such communication which is to be submitted with the bid.
Tenderers to list any other equipment they deemed necessary and comply with the conditions stated above with regards to ownership or lease.

| Quantity | Owned (O) or Leased (L) | Description |
|---|---|---|
| | | Tower Crane |
| | | Mobile Crane |
| | | Scaffolding |
| | | Poker Vibrator |
| | | Compressor |
| | | Jack Hammer |
| | | Drop-side Truck |
| | | TLB |
| | | Telehandler |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Attach additional pages if more space is required.

Signature of person authorised to sign the tender: .....

Date: .....

## FORM J: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The tenderer shall list 5 No relevant General Building Works Projects in the spaces provided below completed in the last five years.

**THE BIDDER MUST ATTACH A PRACTICAL COMPLETION CERTIFICATE AND SIGNED FINAL ACCOUNT STATEMENT OF COMPLETION. THE CONTRACTS LISTED BELOW WILL BE THE ONES USED IN SCORING FOR TECHNICAL EVALUATION AS DETAILED ON PAGE 8.**

**THE CONTACT PERSON PROVIDED BELOW MUST BE THE SAME CONTACT PERSON REFERENCED IN FORM U**

| Employer (Company Name, Tel No) | Project Name and Employer Number | Project Manager \| Principal Agent (Name, Tel No & Email) | Nature of Work Example school, factory, multi-story building etc | Final Account Amount | Date of Practical Completion |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Signature of person authorised to sign the tender: ..... .

Date: .....

## FORM K: CERTIFICATE OF TENDERER'S COMPULSORY SITE CLARIFICATION MEETING ATTENDANCE

This is to certify that I,……ID No……...

Representative of (Tenderer's Name as it will appear on the Form of Offer)……..…….

Of (address).....

.....

Attended the meeting and subsequently visited the site of the works in the company of the Employer and the Principal Agent on the ……day of……..201…….

Signature (Tenderer's Representative) .....

**DETAILS OF TENDERER'S CONTACT PERSON TO BE USED FOR COMMUNICATION OF THIS TENDER**

Name of contact person: .....

Title of contact person:……..

Email of contact person (IN CAPITAL LETTERS):…….. .....

---

Name: …….Signature (Principal Agent) .....

Name:……Signature (Employer's Project Manager) .....

## FORM L: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF

The Tenderer shall, submit the names of all management and supervisory staff that will be employed to supervise Contract. **Please attach CV's and certified copy of qualification of the proposed key personnel.** The Tenderer shall also include an organogram of the project team and the company structure.

| **1. Position** | **Contracts Manager** |
|---|---|
| Name (**(attach an ID copy certified in the last 3 months before date of tender submission)** | |
| Indicate academic and professional qualifications **(attach a copy of certificate certified in the last 3 months before date of tender submission)** | |
| State NQF Level **(Minimum of NQF level 6)** | |
| Attach Detailed CV **(signed by the named party and dated not more than 3 months from date of submission)** | |
| Indicate Years of Experience **as a Contracts Manager** | |
| List of relevant Building Works projects worked on **as a Contracts Manager in the last five years – stating the Final Account Amount and Date of Practical Completion** | |
| Signed and dated by the named resource: | |

| **2. Position** | **Construction Manager \| Site Agent** |
|---|---|
| Name (**(attach an ID copy certified in the last 3 months before date of tender submission)** | |
| Indicate academic and professional qualifications **(attach a copy of certificate certified in the last 3 months before date of tender submission)** | |
| State NQF Level **(Minimum of NQF level 6)** | |
| Attach Detailed CV **(signed by the named party and dated not more than 3 months from date of submission)** | |
| Indicate Years of Experience **as a Construction Manager \| Site Agent** | |
| List of relevant Building Works projects worked on **as a Construction Manager \| Site Agent in the last five years – stating the Final Account Amount and Date of Practical Completion** | |
| Signed and dated by the named resource: | |

| **3. Position** | **OHS Manager** |
|---|---|
| Name (**(attach an ID copy certified in the last 3 months before date of tender submission)** | |
| Indicate academic and professional qualifications **(attach a copy of certificate certified in the last 3 months before date of tender submission)** | |
| State NQF Level **(Minimum of NQF level 6)** | |
| Attach Detailed CV **(signed by the named party and dated not more than 3 months from date of submission)** | |
| Indicate Years of Experience **as a OHS Manager** | |
| List of relevant Building Works projects worked on **as an OHS Manager in the last five years – stating the Final Account Amount and Date of Practical Completion** | |
| Signed and dated by the named Resource: | |

| **4. Position** | **Quantity Surveyor** |
|---|---|

| | |
|---|---|
| Name (**(attach an ID copy certified in the last 3 months before date of tender submission)** | |
| Indicate academic and professional qualifications **(attach a copy of certificate certified in the last 3 months before date of tender submission)** | |
| State NQF Level **(Minimum of NQF level 6)** | |
| Attach Detailed CV **(signed by the named party and dated not more than 3 months from date of submission)** | |
| Indicate Years of Experience **as a Quantity Surveyor** | |
| List of relevant Building Works projects worked on **as a Quantity Surveyor in the last five years – stating the Final Account Amount and Date of Practical Completion** | |
| Signed and dated by the named Resource: | |

| | |
|---|---|
| **5. Position** | **General Foreman** |

| | |
|---|---|
| Name (**(attach an ID copy certified in the last 3 months before date of tender submission)** | |
| Indicate academic and professional qualifications **(attach a copy of certificate certified in the last 3 months before date of tender submission)** | |
| State NQF Level **(Minimum of NQF level 6)** | |
| Attach Detailed CV **(signed by the named party and dated not more than 3 months from date of submission)** | |
| Indicate Years of Experience **as a General Foreman** | |
| List of relevant Building Works projects worked on **as a General Foreman in the last five years – stating the Final Account Amount and Date of Practical Completion** | |
| Signed and dated by the named Resource: | |

| **6. Position** | **Building Services Manager** |
|---|---|

| | |
|---|---|
| Name (**(attach an ID copy certified in the last 3 months before date of tender submission)** | |
| Indicate academic and professional qualifications **(attach a copy of certificate certified in the last 3 months before date of tender submission)** | |
| State NQF Level **(Minimum of NQF level 6)** | |
| Attach Detailed CV **(signed by the named party and dated not more than 3 months from date of submission)** | |
| Indicate Years of Experience **as a Building Services Manager** | |
| List of relevant Building Works projects worked on **as a Building Services in the last five years – stating the Final Account Amount and Date of Practical Completion** | |
| Signed and dated by the named Resource: | |

## FORM N: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

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

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? Yes ☐ / No ☐

2. Who will prepare the Contractor's Health and Safety Plan? (Section T2.2.18 – Form R) (Provide a copy of the person/s curriculum vitae/s or company profile). Yes ☐ / No ☐

   _____

3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees? Yes ☐ / No ☐

   _____

4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? Yes ☐ / No ☐

   _____

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings? Yes ☐ / No ☐

   _____

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company?
   If yes, please explain his duties and provide a copy of his CV. Yes ☐ / No ☐

   _____

7. Does the Contractor have trained first aid employees? If yes, indicate, who. Yes ☐ / No ☐

   _____

8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy) Yes ☐ / No ☐

Signature of person authorised to sign the tender: ..... .

Date: .....

# FORM O: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN

Bidders registered on the **National Treasury Central Supplier Database (CSD**) are required to submit their unique **Personal Identification Number (PIN)** issued by SARS in the space provided below as stipulated in Clause F2.28. Bidders may also submit a **printed TCS** together with the bid.
In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party **must** submit a separate proof of **TCS / PIN / CSD** number.
Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a **CSD number** must be provided

**Alternatively** the tenderer must submit a valid tax clearance certificate together with the Bid, including Valid Tax Clearance Certificates for the Joint Venture partner/s and Subcontractors proposed.

The certificates may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

**If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.**

**Tenderer/Leading JV Partner**

| | |
|---|---|
| Name of Company: | |
| CSD Supplier Number: (Master Registration Number) | |
| Tax Compliance PIN number: | |

**JV Partner 1**

| | |
|---|---|
| Name of Company: | |
| CSD Supplier Number: (Master Registration Number) | |
| Tax Compliance PIN number: | |

**JV Partner 2**

| | |
|---|---|
| Name of Company: | |
| CSD Supplier Number: (Master Registration Number) | |
| Tax Compliance PIN number: | |

***NB: All contractors, even tendering in JV, must be registered with National Treasury Central Suppler Database**

# FORM P: PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme compiled in Microsoft Project or similar scheduling software reflecting the proposed sequence of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

The programme will show a Task List for the full Scope of Works, Start and Finish Date for each task, reasonable Duration for each task and Linkage between tasks and sequencing thereof.

The programme will be to a minimum of Level 3, printed in colour in Landscape Orientation on at least 3 No A3 pages and will show the “Predecessors” column.

The project start date is the Date of Site Possession (23rd March 2018) and the Date of Practical Completion will be 18th May 2019; all as specified in the Contract Data.
This programme will be used to calculate the Technical Evaluation score.

# FORM Q: ESTIMATED MONTHLY EXPENDITURE

The tenderer shall, in the table below, state the estimated cash flow on the contract based on his preliminary programme, his tendered unit rates and his submission of payment certificates to the Employer. Amounts for Contract Price Adjustment shall not be included.

| Payment Certificate No. | Amount (VAT Included) | | | | | |
|---|---|---|---|---|---|---|
| | a | b | a-b | | c | d |
| | Payments Received | Expenditure | | Net cash flow | | Cumulative cash flow |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| 13 | | | | | | |
| 14 | | | | | | |
| 15 | | | | | | |
| **Maximum negative cash flow: take the largest negative number in the last column and write it here >>>>

# FORM R: ALTERATIONS BY TENDERER

Should the Tenderer desire to have any departures from, or modifications to the JBCC, Specifications, Bill of Quantities or Drawings considered, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder.

| PAGE | DESCRIPTION |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Signature of person authorised to sign the tender: ..... .

Date: .....

# FORM U: TENDERERS PERFORMANCE EVALUATION FORM

**THE PROJECTS FOR WHICH REFERENCE IFS SOUGHT MUST BE THE SAME ONES AS DETAILED ON FORM J**

## PROJECT REFERENCE FORM (1 of 5)

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

## PART A: TO BE COMPLETED BY THE TENDERING ENTITY

| | | | |
|---|---|---|---|
| **Company Name of Respondent** | | | |
| **Name of Completed Similar Project** | | | |
| **Name of Project Client** | | | |
| **Location of project (town, district municipality, province, country)** | | | |
| **Total Project Value** | | **Project Start Date:** | |
| **Value of Work Under Your Appointment** | | **Project Finish Date:** | |
| **Brief Description Of Work Done On This Project By Your Firm** | | | |
| **Disciplines Undertaken By Your Company** | | | |
| **Details of Client For Reference Purposes** | **Name:** | | |
| | **Company Name:** | | |
| | **Contact Details:** | | |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

## PART B: TO BE COMPLETED BY THE REFERENCE FORM (1 of 5)

| **Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.** | **YES / NO** | **Comment** |
|---|---|---|
| Please score and comment on the attributes listed below: | Score out of 10 | |
| Overall professional skills relevant to discipline | | |
| Quality and completeness of documentation / drawings issued | | |
| Compliance with programme for issuing of information | | |
| Application of resources to project | | |
| Site Inspections / administration | | |
| Contractual acumen | | |
| Willingness to work as a team with other contractors, consultants and client | | |
| Provision of, and accuracy of As-Built and contract records | | |
| Overall rating of contractor's performance | | |
| Total core (sum of all scores) | | |

| | |
|---|---|
| Referee Name: ..... | Referee Signature: ..... |
| Designation:..... | Company / Client Stamp: |
| Date: ..... | |
| Tel: ..... | |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

## PROJECT REFERENCE FORM (2 of 5)

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

## PART A: TO BE COMPLETED BY THE TENDERING ENTITY

| | | | |
|---|---|---|---|
| **Company name of respondent** | | | |
| **Name of Completed similar project** | | | |
| **Name of Project Client** | | | |
| **Location of project (town, district municipality, province, country)** | | | |
| **Total Project Value** | | **Project start date:** | |
| **Value of work under your appointment** | | **Project finish date:** | |
| **Brief description of work done on this project by your firm** | | | |
| **Disciplines undertaken by your company** | | | |
| **Details of client for reference purposes** | **Name:** | | |
| | **Company Name:** | | |
| | **Contact Details:** | | |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

## PART B: TO BE COMPLETED BY THE REFERENCE FORM (2 of 5)

| **Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.** | **YES / NO** | **Comment** |
|---|---|---|
| Please score and comment on the attributes listed below: | Score out of 10 | |
| Overall professional skills relevant to discipline | | |
| Quality and completeness of documentation / drawings issued | | |
| Compliance with programme for issuing of information | | |
| Application of resources to project | | |
| Site Inspections / administration | | |
| Contractual acumen | | |
| Willingness to work as a team with other contractors, consultants and client | | |
| Provision of, and accuracy of As-Built and contract records | | |
| Overall rating of contractor's performance | | |
| Total core (sum of all scores) | | |

| | |
|---|---|
| Referee Name: ..... | Referee Signature: ..... |
| Designation:..... | Company / Client Stamp: |
| Date: ..... | |
| Tel: ..... | |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

## PROJECT REFERENCE FORM (3 of 5)

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

## PART A: TO BE COMPLETED BY THE TENDERING ENTITY

| | | | |
|---|---|---|---|
| **Company name of respondent** | | | |
| **Name of Completed similar project** | | | |
| **Name of Project Client** | | | |
| **Location of project (town, district municipality, province, country)** | | | |
| **Total Project Value** | | **Project start date:** | |
| **Value of work under your appointment** | | **Project finish date:** | |
| **Brief description of work done on this project by your firm** | | | |
| **Disciplines undertaken by your company** | | | |
| **Details of client for reference purposes** | **Name:** | | |
| | **Company Name:** | | |
| | **Contact Details:** | | |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

## PART B: TO BE COMPLETED BY THE REFERENCE FORM (3 of 5)

| **Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.** | **YES / NO** | **Comment** |
|---|---|---|
| Please score and comment on the attributes listed below: | Score out of 10 | |
| Overall professional skills relevant to discipline | | |
| Quality and completeness of documentation / drawings issued | | |
| Compliance with programme for issuing of information | | |
| Application of resources to project | | |
| Site Inspections / administration | | |
| Contractual acumen | | |
| Willingness to work as a team with other contractors, consultants and client | | |
| Provision of, and accuracy of As-Built and contract records | | |
| Overall rating of contractor's performance | | |
| Total core (sum of all scores) | | |

| | |
|---|---|
| Referee Name: ..... | Referee Signature: ..... |
| Designation:..... | Company / Client Stamp: |
| Date: ..... | |
| Tel: ..... | |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

## PROJECT REFERENCE FORM (4 of 5)

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

## PART A: TO BE COMPLETED BY THE TENDERING ENTITY

| | | | |
|---|---|---|---|
| **Company name of respondent** | | | |
| **Name of Completed similar project** | | | |
| **Name of Project Client** | | | |
| **Location of project (town, district municipality, province, country)** | | | |
| **Total Project Value** | | **Project start date:** | |
| **Value of work under your appointment** | | **Project finish date:** | |
| **Brief description of work done on this project by your firm** | | | |
| **Disciplines undertaken by your company** | | | |
| **Details of client for reference purposes** | **Name:** | | |
| | **Company Name:** | | |
| | **Contact Details:** | | |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

## PART B: TO BE COMPLETED BY THE REFERENCE FORM (4 of 5)

| **Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.** | **YES / NO** | **Comment** |
|---|---|---|
| Please score and comment on the attributes listed below: | Score out of 10 | |
| Overall professional skills relevant to discipline | | |
| Quality and completeness of documentation / drawings issued | | |
| Compliance with programme for issuing of information | | |
| Application of resources to project | | |
| Site Inspections / administration | | |
| Contractual acumen | | |
| Willingness to work as a team with other contractors, consultants and client | | |
| Provision of, and accuracy of As-Built and contract records | | |
| Overall rating of contractor's performance | | |
| Total core (sum of all scores) | | |

| | |
|---|---|
| Referee Name: ..... | Referee Signature: ..... |
| Designation:..... | Company / Client Stamp: |
| Date: ..... | |
| Tel: ..... | |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

## PROJECT REFERENCE FORM (5 of 5)

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

## PART A: TO BE COMPLETED BY THE TENDERING ENTITY

| | | | |
|---|---|---|---|
| **Company name of respondent** | | | |
| **Name of Completed similar project** | | | |
| **Name of Project Client** | | | |
| **Location of project (town, district municipality, province, country)** | | | |
| **Total Project Value** | | **Project start date:** | |
| **Value of work under your appointment** | | **Project finish date:** | |
| **Brief description of work done on this project by your firm** | | | |
| **Disciplines undertaken by your company** | | | |
| **Details of client for reference purposes** | **Name:** | | |
| | **Company Name:** | | |
| | **Contact Details:** | | |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

## PART B: TO BE COMPLETED BY THE REFERENCE FORM (5 of 5)

| **Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.** | **YES / NO** | **Comment** |
|---|---|---|
| Please score and comment on the attributes listed below: | Score out of 10 | |
| Overall professional skills relevant to discipline | | |
| Quality and completeness of documentation / drawings issued | | |
| Compliance with programme for issuing of information | | |
| Application of resources to project | | |
| Site Inspections / administration | | |
| Contractual acumen | | |
| Willingness to work as a team with other contractors, consultants and client | | |
| Provision of, and accuracy of As-Built and contract records | | |
| Overall rating of contractor's performance | | |
| Total core (sum of all scores) | | |

| | |
|---|---|
| Referee Name: ..... | Referee Signature: ..... |
| Designation:..... | Company / Client Stamp: |
| Date: ..... | |
| Tel: ..... | |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

# FORM V: COMPULSARY ENTERPRISE QUESTIONARE

**Annex X**

(normative)
**Compulsory Enterprise questionnaire**

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

**Section 1: Name of enterprise: . . . . . .**

**Section 2: VAT registration number, if any: . . . . . .**

**Section 3: cidb registration number, if any: . . . . . .**

**Section 4: Particulars of sole proprietors and partners in partnerships**

| **Name*** | **Identity number*** | **Personal income tax number*** |
|---|---|---|
| | | |
| | | |
| | | |

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

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

**Section 6: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

**Section 7: The attached SBD 6 must be completed for each tender and be attached as a requirement.**

**Section 8: The attached SBD8 must be completed for each tender and be attached as a requirement.**

**Section 9: The attached SBD9 must be completed for each tender and be attached as a requirement.**

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

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

| Signed | Date | Enterprise Name |
|---|---|---|
| …… | ……. | ……. |
| Name | Position | |

# LOCAL CONTENT

# FORM W: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12h00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.**

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

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

**SECTOR ITEMIZE**

| **Description of services, works or goods** | **Stipulated minimum threshold** |
|---|---|
| Joining/Connecting Components (gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs, brackets | 100% |
| Frames (doors and windows) | 100% |
| Fasteners (bolts, nuts, rivets and nails) | 100% |
| Wire Products (All fencing products-, mesh wire, wire strands,) | 100% |
| Gutters, downpipes & launders (fabricated materials made from sheeting associated with roof drainage systems) | 100% |
| Reinforced bars | 100% |
| Low voltage power cables | 90% |
| Low cost reticulation cables | 90% |
| Ball Valves (spherical valves, rotary valves) | 70% |
| Safety or Relief valves (pressure valve or vacuum valve) | 70% |
| Taps, Cocks | 70% |

3. Does any portion of the goods or services offered have any imported content? (***Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00am on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

| **Currency** | **Rates of exchange** |
|---|---|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

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

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

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

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

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

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

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

I, the undersigned, ……..... (full names),
do hereby declare, in my capacity as …… ……..
of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

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

| | |
|---|---|
| Bid price, excluding VAT (y) | R |

| | |
|---|---|
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

**SIGNATURE:** _____ **DATE:** _____

**WITNESS No. 1** _____ **DATE:** _____

**WITNESS No. 2** _____ **DATE:** _____

# Example

SATS 1286.2011

## Annex C — CASE STUDY ONE

### Local Content Declaration - Summary Schedule

| | | |
|---|---|---|
| (C1) | Tender No. | GP 100010 |
| (C2) | Tender description: | Office Desks and Chairs |
| (C3) | Designated product(s) | Office Furniture |
| (C4) | Tender Authority: | Gauteng Purchasing Department |
| (C5) | Tendering Entity name: | Rainbow Office Furniture |
| (C6) | Tender Exchange Rate: | USD R 9.00 EU R 12.00 GBP R 14.00 |
| (C7) | Specified local content % | 85% |

Note: VAT to be excluded from all calculations

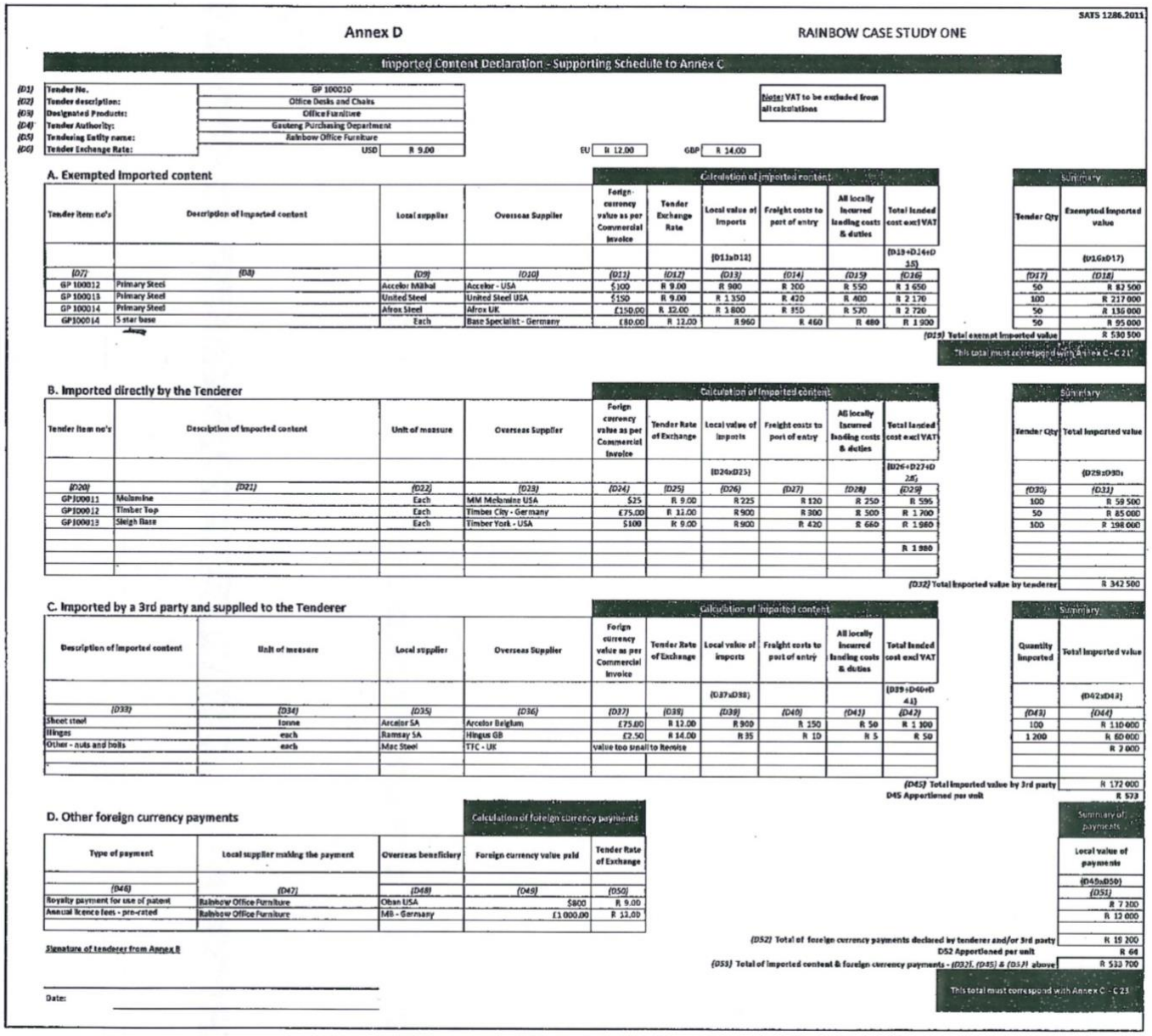
| | | Calculation of local content | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value per unit | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| | | | | (C10-C11) | (Annexure D M31+P50+P60) | (C12-C13) | C14/C12 | | (C10xC16) | Annex D D18 | Annex D |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
| GP 100011 | Melamine Office Desks with Drawers | R 12 000 | R 0 | R 12 000 | R 0 | R 12 000 | 100% | 100 | R 1 200 000 | R 0 | R 123 200 |
| | | | | | (Annexure D M34+P50+P60) | | | | | | |
| GP 100012 | Office desk with drawers on timber top with steel frame | R 15 000.00 | R 1 650.00 | R 13 350.00 | R 1 232.00 | R 12 118.00 | 91% | 50 | R 750 000 | R 82 500 | R 116 850 |
| GP 100013 | Side upholstered chair - Sleigh base with arms | R 10 450.00 | R 2 170.00 | R 8 280.00 | R 2 617.00 | R 5 663.00 | 68% | 100 | R 1 045 000 | R 217 000 | R 261 700 |
| GP 100014 | Highback upholstered chair with arms on 5 star base | R 12 200.00 | R 2 720.00 | R 9 480.00 | R 2 537.00 | R 6 943.00 | 73% | 50 | R 610 000 | R 231 000 | R 31 950 |

| | | |
|---|---|---|
| (C20) Total tender value | R 3 605 000 | |
| (C21) Total Exempt imported content | | R 530 500 |
| (C22) Total Tender value net of exempt imported content (C20-C21) | | R 3 074 500 |
| (C23) Total Imported content | | R 533 700 |
| (C24) Total local content (C22-C23) | | R 2 540 800 |
| (C25) Average local content % of tender (C24/C22) | | 82.64% |

Signature of tenderer from Annex B

Date: _____

# EXAMPLE



SATS 1286.2011

**Annex D** — **RAINBOW CASE STUDY ONE**

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

| | | | |
|---|---|---|---|
| (D1) | Tender No. | GP 100010 | |
| (D2) | Tender description: | Office Desks and Chairs | |
| (D3) | Designated Products: | Office Furniture | |
| (D4) | Tender Authority: | Gauteng Purchasing Department | |
| (D5) | Tendering Entity name: | Rainbow Office Furniture | |
| (D6) | Tender Exchange Rate: | USD R 9.00 | EU R 12.00 GBP R 14.00 |

Note: VAT to be excluded from all calculations

**A. Exempted Imported content**

| Tender Item no's | Description of Imported content | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | (D11aD12) | | | (D13+D14+D15) |
| (D7) | (D8) | (D9) | (D10) | (D11) | (D12) | (D13) | (D14) | (D15) | (D16) |
| GP 100012 | Primary Steel | Accelor Mittal | Accelor - USA | $100 | R 9.00 | R 900 | R 200 | R 550 | R 1 650 |
| GP 100013 | Primary Steel | United Steel | United Steel USA | $150 | R 9.00 | R 1 350 | R 420 | R 400 | R 2 170 |
| GP 100014 | Primary Steel | Afrox Steel | Afrox UK | £150.00 | R 12.00 | R 1 800 | R 350 | R 570 | R 2 720 |
| GP100014 | 5 star base | Each | Base Specialist - Germany | £80.00 | R 12.00 | R 960 | R 460 | R 480 | R 1 900 |

Summary

| Tender Qty | Exempted Imported value |
|---|---|
| | (D16xD17) |
| (D17) | (D18) |
| 50 | R 82 500 |
| 100 | R 217 000 |
| 50 | R 136 000 |
| 50 | R 95 000 |

(D19) Total exempt imported value R 530 500

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

| Tender Item no's | Description of Imported content | Unit of measure | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | (D24xD25) | | | (D26+D27+D28) |
| (D20) | (D21) | (D22) | (D23) | (D24) | (D25) | (D26) | (D27) | (D28) | (D29) |
| GP100011 | Melamine | Each | MM Melamine USA | $25 | R 9.00 | R 225 | R 120 | R 250 | R 595 |
| GP100012 | Timber Top | Each | Timbes City - Germany | £75.00 | R 11.00 | R 900 | R 300 | R 500 | R 1 700 |
| GP100013 | Sleigh Base | Each | Timber York - USA | $100 | R 9.00 | R 900 | R 420 | R 660 | R 1 980 |
| | | | | | | | | | R 1 980 |

Summary

| Tender Qty | Total Imported value |
|---|---|
| | (D29xD30) |
| (D30) | (D31) |
| 100 | R 59 500 |
| 50 | R 85 000 |
| 100 | R 198 000 |

(D32) Total Imported value by tenderer R 342 500

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

| Description of Imported content | Unit of measure | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | (D37xD38) | | | (D39+D40+D41) |
| (D33) | (D34) | (D35) | (D36) | (D37) | (D38) | (D39) | (D40) | (D41) | (D42) |
| Sheet steel | tonne | Arcelor SA | Arcelor Belgium | £75.00 | R 12.00 | R 900 | R 150 | R 50 | R 1 100 |
| Hinges | each | Ramsay SA | Hingus GB | £2.50 | R 14.00 | R 35 | R 10 | R 5 | R 50 |
| Other - nuts and bolts | each | Mac Steel | TTC - UK | value too small to Revise | | | | | |

Summary

| Quantity Imported | Total Imported value |
|---|---|
| | (D42xD43) |
| (D43) | (D44) |
| 100 | R 110 000 |
| 1 200 | R 60 000 |
| | R 2 000 |

(D45) Total Imported value by 3rd party R 172 000

D45 Apportioned per unit R 573

**D. Other foreign currency payments**

| Type of payment | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender Rate of Exchange |
|---|---|---|---|---|
| (D46) | (D47) | (D48) | (D49) | (D50) |
| Royalty payment for use of patent | Rainbow Office Furniture | Oban USA | $800 | R 9.00 |
| Annual licence fees - pre-rated | Rainbow Office Furniture | MB - Germany | £1 000.00 | R 13.00 |

Summary of payments

| Local value of payments |
|---|
| (D49xD50) |
| (D51) |
| R 7 200 |
| R 12 000 |

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party R 19 200

D52 Apportioned per unit R 64

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 533 700

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

# Example

SATS 1286.2011

## Annex E - RAINBOW CASE STUDY ONE

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

| | | |
|---|---|---|
| (E1) | Tender No. | GP 100010 |
| (E2) | Tender description: | Office Desks and Chairs |
| (E3) | Designated products: | Office Furniture |
| (E4) | Tender Authority: | Gauteng Purchasing Department |
| (E5) | Tendering Entity name: | Rainbow Office Furniture |

Note: VAT to be excluded from all calculations

| Local Products (Goods, Services and Works) | Description of items purchased | Local suppliers | Value | |
|---|---|---|---|---|
| | (E6) | (E7) | (E8) | |
| | Sheet Steel | Arcelor | R 300 000 | |
| | Fabric for seats | Galvenor Textiles | R 270 000 | |
| | Fabric for headlinings | Galvenor Textiles | R 32 000 | |
| | Welding comsumables | ABR Supplies | R 12 000 | |
| | Hardware items (nuts, bolts, rivets, etc) | Various Local Suppliers | R 2 000 | |
| | Laser cutting services | Red Hot Cutting | R 47 500 | |
| | Other goods and services (small items) | Various | R 1 300 | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | (E9) Total local products (Goods, Services and Works) | | R 664 800 | 26% |
| (E10) | Manpower costs | (Tenderer's manpower cost) | R 1 150 000 | 45% |
| (E11) | Factory overheads | (Rental, depreciation & amortisation, utility costs, consumables etc.) | R 486 000 | 19% |
| (E12) | Administration overheads and mark-up | (Marketing, insurance, financing, interest etc.) | R 240 000 | 9% |
| | (E13) Total local content | | R 2 540 800 | 100% |

This total must correspond with Annex C - C24

**STEEL VALUE ADDED PRODUCTS** - Fabricated Structural Steel **(100%)Refer to item in the BOQ: STEEL VALUE ADDED PRODUCTS** - Joining/Connecting Components **(100%)**

SATS 1286.2011

# Annex C

## Local Content Declaration - Summary Schedule

| | |
|---|---|
| (C1) | Tender No. |
| (C2) | Tender description: |
| (C3) | Designated product(s) |
| (C4) | Tender Authority: |
| (C5) | Tendering Entity name: |
| (C6) | Tender Exchange Rate: Pula EU GBP |
| (C7) | Specified local content % |

Note: VAT to be excluded from all calculations

| Calculation of local content | | | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
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| | | |
|---|---|---|
| (C20) Total tender value | R 0 | |
| (C21) Total Exempt imported content | | R 0 |
| (C22) Total Tender value net of exempt imported content | | R 0 |
| (C23) Total Imported content | | R 0 |
| (C24) Total local content | | R 0 |
| (C25) Average local content % of tender | | |

Signature of tenderer from Annex B

Date: _____

**Refer to item in the BOQ:**

**STEEL VALUE ADDED PRODUCTS** – Frames **(100%) Refer to item in the BOQ:**

SATS 1286.2011

# Annex C

## Local Content Declaration - Summary Schedule

| | |
|---|---|
| (C1) | Tender No. |
| (C2) | Tender description: |
| (C3) | Designated product(s) |
| (C4) | Tender Authority: |
| (C5) | Tendering Entity name: |
| (C6) | Tender Exchange Rate: Pula ____ EU ____ GBP ____ |
| (C7) | Specified local content % |

Note: VAT to be excluded from all calculations

| Calculation of local content | | | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
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| | | |
|---|---|---|
| (C20) Total tender value | R 0 | |
| (C21) Total Exempt imported content | | R 0 |
| (C22) Total Tender value net of exempt imported content | | R 0 |
| (C23) Total Imported content | | R 0 |
| (C24) Total local content | | R 0 |
| (C25) Average local content % of tender | | |

Signature of tenderer from Annex B

Date: _____

**STEEL VALUE ADDED PRODUCTS** – Fasteners **(100%)**

**Refer to item in the BOQ:**

SATS 1286.2011

# Annex C

## Local Content Declaration - Summary Schedule

| | |
|---|---|
| (C1) | Tender No. |
| (C2) | Tender description: |
| (C3) | Designated product(s) |
| (C4) | Tender Authority: |
| (C5) | Tendering Entity name: |
| (C6) | Tender Exchange Rate: Pula EU GBP |
| (C7) | Specified local content % |

Note: VAT to be excluded from all calculations

| Calculation of local content | | | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
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| | | |
|---|---|---|
| (C20) Total tender value | R 0 | |
| (C21) Total Exempt imported content | | R 0 |
| (C22) Total Tender value net of exempt imported content | | R 0 |
| (C23) Total Imported content | | R 0 |
| (C24) Total local content | | R 0 |
| (C25) Average local content % of tender | | |

Signature of tenderer from Annex B

Date: _____

**STEEL VALUE ADDED PRODUCTS** - Wire Products **(100%)**

**Refer to item in the BOQ:**

SATS 1286.2011

# Annex C

## Local Content Declaration - Summary Schedule

| | |
|---|---|
| (C1) | Tender No. |
| (C2) | Tender description: |
| (C3) | Designated product(s) |
| (C4) | Tender Authority: |
| (C5) | Tendering Entity name: |
| (C6) | Tender Exchange Rate: Pula EU GBP |
| (C7) | Specified local content % |

Note: VAT to be excluded from all calculations

| Calculation of local content | | | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
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| | | |
|---|---|---|
| (C20) Total tender value | R 0 | |
| (C21) Total Exempt imported content | | R 0 |
| (C22) Total Tender value net of exempt imported content | | R 0 |
| (C23) Total Imported content | | R 0 |
| (C24) Total local content | | R 0 |
| (C25) Average local content % of tender | | |

Signature of tenderer from Annex B

Date: _____

**STEEL VALUE ADDED PRODUCTS** - Gutters, downpipes & launders **(100%)**

**Refer to item in the BOQ:**

SATS 1286.2011

# Annex C

## Local Content Declaration - Summary Schedule

| | | | | |
|---|---|---|---|---|
| (C1) | Tender No. | | | |
| (C2) | Tender description: | | | |
| (C3) | Designated product(s) | | | |
| (C4) | Tender Authority: | | | |
| (C5) | Tendering Entity name: | | | |
| (C6) | Tender Exchange Rate: | Pula | EU | GBP |
| (C7) | Specified local content % | | | |

Note: VAT to be excluded from all calculations

| | | Calculation of local content | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
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| | | |
|---|---|---|
| (C20) Total tender value | R 0 | |
| (C21) Total Exempt imported content | | R 0 |
| (C22) Total Tender value net of exempt imported content | | R 0 |
| (C23) Total Imported content | | R 0 |
| (C24) Total local content | | R 0 |
| (C25) Average local content % of tender | | |

Signature of tenderer from Annex B

Date: _____

**PRIMARY STEEL PRODUCTS** - Reinforcing Bars **(100%)**

**Refer to item in the BOQ**

SATS 1286.2011

# Annex C

## Local Content Declaration - Summary Schedule

| | | | | |
|---|---|---|---|---|
| (C1) | Tender No. | | | |
| (C2) | Tender description: | | | |
| (C3) | Designated product(s) | | | |
| (C4) | Tender Authority: | | | |
| (C5) | Tendering Entity name: | | | |
| (C6) | Tender Exchange Rate: | Pula | EU | GBP |
| (C7) | Specified local content % | | | |

Note: VAT to be excluded from all calculations

| | | Calculation of local content | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
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| | | |
|---|---|---|
| (C20) Total tender value | R 0 | |
| (C21) Total Exempt imported content | | R 0 |
| (C22) *Total* Tender value net of exempt imported content | | R 0 |
| (C23) Total Imported content | | R 0 |
| (C24) Total local content | | R 0 |
| (C25) Average local content % of tender | | |

Signature of tenderer from Annex B

Date: _____

**POWER CABLES** - Low Voltage **(90%)**

**Refer to item in the BOQ:**

SATS 1286.2011

# Annex C

## Local Content Declaration - Summary Schedule

| | |
|---|---|
| (C1) | Tender No. |
| (C2) | Tender description: |
| (C3) | Designated product(s) |
| (C4) | Tender Authority: |
| (C5) | Tendering Entity name: |
| (C6) | Tender Exchange Rate: Pula EU GBP |
| (C7) | Specified local content % |

Note: VAT to be excluded from all calculations

| Calculation of local content | | | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
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| | | |
|---|---|---|
| (C20) | Total tender value | R 0 |
| (C21) | Total Exempt imported content | R 0 |
| (C22) Total | Tender value net of exempt imported content | R 0 |
| (C23) | Total Imported content | R 0 |
| (C24) | Total local content | R 0 |
| (C25) | Average local content % of tender | |

Signature of tenderer from Annex B

Date: _____

**POWER CABLES** - Low Cost Reticulation **(90%)**

**Refer to item in the BOQ:**

SATS 1286.2011

# Annex C

## Local Content Declaration - Summary Schedule

| | |
|---|---|
| (C1) | Tender No. |
| (C2) | Tender description: |
| (C3) | Designated product(s) |
| (C4) | Tender Authority: |
| (C5) | Tendering Entity name: |
| (C6) | Tender Exchange Rate: Pula EU GBP |
| (C7) | Specified local content % |

Note: VAT to be excluded from all calculations

| Calculation of local content | | | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
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| | | |
|---|---|---|
| (C20) Total tender value | R 0 | |
| (C21) Total Exempt imported content | | R 0 |
| (C22) Total Tender value net of exempt imported content | | R 0 |
| (C23) Total Imported content | | R 0 |
| (C24) Total local content | | R 0 |
| (C25) Average local content % of tender | | |

Signature of tenderer from Annex B

Date: _____

**VALVES PRODUCTS AND ACTUATORS** - Ball valves **(70%)**

**Refer to item in the BOQ:**

SATS 1286.2011

# Annex C

## Local Content Declaration - Summary Schedule

| | |
|---|---|
| (C1) | Tender No. |
| (C2) | Tender description: |
| (C3) | Designated product(s) |
| (C4) | Tender Authority: |
| (C5) | Tendering Entity name: |
| (C6) | Tender Exchange Rate: Pula ____ EU ____ GBP ____ |
| (C7) | Specified local content % |

Note: VAT to be excluded from all calculations

| Calculation of local content | | | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
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| | | |
|---|---|---|
| (C20) Total tender value | R 0 | |
| (C21) Total Exempt imported content | | R 0 |
| (C22) Total Tender value net of exempt imported content | | R 0 |
| (C23) Total Imported content | | R 0 |
| (C24) Total local content | | R 0 |
| (C25) Average local content % of tender | | |

Signature of tenderer from Annex B

Date: _____

**VALVES PRODUCTS AND ACTUATORS** - Safety or relief valves **(70%)**

**Refer to item in the BOQ:**

SATS 1286.2011

# Annex C

## Local Content Declaration - Summary Schedule

| | |
|---|---|
| (C1) | Tender No. |
| (C2) | Tender description: |
| (C3) | Designated product(s) |
| (C4) | Tender Authority: |
| (C5) | Tendering Entity name: |
| (C6) | Tender Exchange Rate: Pula ____ EU ____ GBP ____ |
| (C7) | Specified local content % |

Note: VAT to be excluded from all calculations

| Calculation of local content | | | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
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| | | |
|---|---|---|
| (C20) Total tender value | R 0 | |
| (C21) Total Exempt imported content | | R 0 |
| (C22) *Total* Tender value net of exempt imported content | | R 0 |
| (C23) Total Imported content | | R 0 |
| (C24) Total local content | | R 0 |
| (C25) Average local content % of tender | | |

Signature of tenderer from Annex B

Date: _____

**VALVES PRODUCTS AND ACTUATORS** - Taps, Cocks **(70%)**

**Refer to item in the BOQ:**

SATS 1286.2011

# Annex C

## Local Content Declaration - Summary Schedule

| | |
|---|---|
| (C1) | Tender No. |
| (C2) | Tender description: |
| (C3) | Designated product(s) |
| (C4) | Tender Authority: |
| (C5) | Tendering Entity name: |
| (C6) | Tender Exchange Rate: Pula ____ EU ____ GBP ____ |
| (C7) | Specified local content % |

Note: VAT to be excluded from all calculations

| | | Calculation of local content | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
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| | | |
|---|---|---|
| (C20) Total tender value | R 0 | |
| (C21) Total Exempt imported content | | R 0 |
| (C22) Total Tender value net of exempt imported content | | R 0 |
| (C23) Total Imported content | | R 0 |
| (C24) Total local content | | R 0 |
| (C25) Average local content % of tender | | |

Signature of tenderer from Annex B

Date: _____

## STEEL VALUE ADDED PRODUCTS - Joining/Connecting Components **(100%)**

## Refer to item in the BOQ:

SATS 1286.2011

### Annex D

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

| | | |
|---|---|---|
| *(D1)* | Tender No. | |
| *(D2)* | Tender description: | |
| *(D3)* | Designated Products: | |
| *(D4)* | Tender Authority: | |
| *(D5)* | Tendering Entity name: | |
| *(D6)* | Tender Exchange Rate: | Pula |

EU R 9.00 GBP R 12.00

**Note:** VAT to be excluded from all calculations

**A. Exempted imported content**

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Exempted imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D7)* | *(D8)* | *(D9)* | *(D10)* | *(D11)* | *(D12)* | *(D13)* | *(D14)* | *(D15)* | *(D16)* | *(D17)* | *(D18)* |
| | | | | | | | | | | | |
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*(D19)* Total exempt imported value R 0

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D20)* | *(D21)* | *(D22)* | *(D23)* | *(D24)* | *(D25)* | *(D26)* | *(D27)* | *(D28)* | *(D29)* | *(D30)* | *(D31)* |
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*(D32)* Total imported value by tenderer R 0

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

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Quantity imported | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D33)* | *(D34)* | *(D35)* | *(D36)* | *(D37)* | *(D38)* | *(D39)* | *(D40)* | *(D41)* | *(D42)* | *(D43)* | *(D44)* |
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*(D45)* Total imported value by 3rd party R 0

**D. Other foreign currency payments**

| Type of payment | Local supplier making the payment | Overseas beneficiary | Calculation of foreign currency payments: Foreign currency value paid | Tender Rate of Exchange | Summary of payments: Local value of payments |
|---|---|---|---|---|---|
| *(D46)* | *(D47)* | *(D48)* | *(D49)* | *(D50)* | *(D51)* |
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*(D52)* Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

*(D53)* Total of imported content & foreign currency payments - *(D32), (D45) & (D52)* above R 0

This total must correspond with Annex C - C 23

Date:

## STEEL VALUE ADDED PRODUCTS – Frames **(100%)**

## Refer to item in the BOQ:

SATS 1286.2011

### Annex D

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

| | | |
|---|---|---|
| *(D1)* | Tender No. | |
| *(D2)* | Tender description: | |
| *(D3)* | Designated Products: | |
| *(D4)* | Tender Authority: | |
| *(D5)* | Tendering Entity name: | |
| *(D6)* | Tender Exchange Rate: | Pula |

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

**A. Exempted imported content**

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Forign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Exempted imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D7)* | *(D8)* | *(D9)* | *(D10)* | *(D11)* | *(D12)* | *(D13)* | *(D14)* | *(D15)* | *(D16)* | *(D17)* | *(D18)* |
| | | | | | | | | | | | |
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*(D19)* Total exempt imported value R 0

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D20)* | *(D21)* | *(D22)* | *(D23)* | *(D24)* | *(D25)* | *(D26)* | *(D27)* | *(D28)* | *(D29)* | *(D30)* | *(D31)* |
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*(D32)* Total imported value by tenderer R 0

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

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Quantity imported | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D33)* | *(D34)* | *(D35)* | *(D36)* | *(D37)* | *(D38)* | *(D39)* | *(D40)* | *(D41)* | *(D42)* | *(D43)* | *(D44)* |
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*(D45)* Total imported value by 3rd party R 0

**D. Other foreign currency payments**

| Type of payment | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender Rate of Exchange | Local value of payments |
|---|---|---|---|---|---|
| *(D46)* | *(D47)* | *(D48)* | *(D49)* | *(D50)* | *(D51)* |
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*(D52)* Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

*(D53)* Total of imported content & foreign currency payments - *(D32), (D45) & (D52)* above R 0

This total must correspond with Annex C - C 23

Date:

## STEEL VALUE ADDED PRODUCTS - Roof and Cladding (100%)Refer to item in the BOQ:

SATS 1286.2011

### Annex D

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

| | | |
|---|---|---|
| (D1) | Tender No. | |
| (D2) | Tender description: | |
| (D3) | Designated Products: | |
| (D4) | Tender Authority: | |
| (D5) | Tendering Entity name: | |
| (D6) | Tender Exchange Rate: | Pula |

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

**A. Exempted imported content**

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Exempted imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (D7) | (D8) | (D9) | (D10) | (D11) | (D12) | (D13) | (D14) | (D15) | (D16) | (D17) | (D18) |
| | | | | | | | | | | | |
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(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (D20) | (D21) | (D22) | (D23) | (D24) | (D25) | (D26) | (D27) | (D28) | (D29) | (D30) | (D31) |
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(D32) Total imported value by tenderer R 0

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

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Quantity imported | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (D33) | (D34) | (D35) | (D36) | (D37) | (D38) | (D39) | (D40) | (D41) | (D42) | (D43) | (D44) |
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(D45) Total imported value by 3rd party R 0

**D. Other foreign currency payments**

| Type of payment | Local supplier making the payment | Overseas beneficiary | Calculation of foreign currency payments: Foreign currency value paid | Tender Rate of Exchange | Summary of payments: Local value of payments |
|---|---|---|---|---|---|
| (D46) | (D47) | (D48) | (D49) | (D50) | (D51) |
| | | | | | |
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| | | | | | |

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

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Date:

## STEEL VALUE ADDED PRODUCTS – Fasteners **(100%)**

## Refer to item in the BOQ:

SATS 1286.2011

### Annex D

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

| | | |
|---|---|---|
| (D1) | Tender No. | |
| (D2) | Tender description: | |
| (D3) | Designated Products: | |
| (D4) | Tender Authority: | |
| (D5) | Tendering Entity name: | |
| (D6) | Tender Exchange Rate: | Pula |

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

**A. Exempted imported content**

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Summary: Exempted imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (D7) | (D8) | (D9) | (D10) | (D11) | (D12) | (D13) | (D14) | (D15) | (D16) | (D17) | (D18) |
| | | | | | | | | | | | |
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(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Summary: Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (D20) | (D21) | (D22) | (D23) | (D24) | (D25) | (D26) | (D27) | (D28) | (D29) | (D30) | (D31) |
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(D32) Total imported value by tenderer R 0

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

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Quantity imported | Summary: Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (D33) | (D34) | (D35) | (D36) | (D37) | (D38) | (D39) | (D40) | (D41) | (D42) | (D43) | (D44) |
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(D45) Total imported value by 3rd party R 0

**D. Other foreign currency payments**

| Type of payment | Local supplier making the payment | Overseas beneficiary | Calculation of foreign currency payments: Foreign currency value paid | Tender Rate of Exchange | Summary of payments: Local value of payments |
|---|---|---|---|---|---|
| (D46) | (D47) | (D48) | (D49) | (D50) | (D51) |
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| | | | | | |

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

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Date:

## STEEL VALUE ADDED PRODUCTS - Wire Products **(100%)**

## Refer to item in the BOQ

SATS 1286.2011

### Annex D

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

| | | |
|---|---|---|
| (D1) | Tender No. | |
| (D2) | Tender description: | |
| (D3) | Designated Products: | |
| (D4) | Tender Authority: | |
| (D5) | Tendering Entity name: | |
| (D6) | Tender Exchange Rate: | Pula |

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

**A. Exempted imported content**

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Forign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Exempted imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (D7) | (D8) | (D9) | (D10) | (D11) | (D12) | (D13) | (D14) | (D15) | (D16) | (D17) | (D18) |
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Calculation of imported content | Summary

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (D20) | (D21) | (D22) | (D23) | (D24) | (D25) | (D26) | (D27) | (D28) | (D29) | (D30) | (D31) |
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Calculation of imported content | Summary

(D32) Total imported value by tenderer R 0

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

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Quantity imported | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (D33) | (D34) | (D35) | (D36) | (D37) | (D38) | (D39) | (D40) | (D41) | (D42) | (D43) | (D44) |
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Calculation of imported content | Summary

(D45) Total imported value by 3rd party R 0

**D. Other foreign currency payments**

| Type of payment | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender Rate of Exchange | Local value of payments |
|---|---|---|---|---|---|
| (D46) | (D47) | (D48) | (D49) | (D50) | (D51) |
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Calculation of foreign currency payments | Summary of payments

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

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Date:

## STEEL VALUE ADDED PRODUCTS - Gutters, downpipes & launders **(100%)**

## Refer to item in the BOQ:

SATS 1286.2011

### Annex D

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

| | | |
|---|---|---|
| *(D1)* | Tender No. | |
| *(D2)* | Tender description: | |
| *(D3)* | Designated Products: | |
| *(D4)* | Tender Authority: | |
| *(D5)* | Tendering Entity name: | |
| *(D6)* | Tender Exchange Rate: | Pula |

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

**A. Exempted imported content**

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Forign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Exempted imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D7)* | *(D8)* | *(D9)* | *(D10)* | *(D11)* | *(D12)* | *(D13)* | *(D14)* | *(D15)* | *(D16)* | *(D17)* | *(D18)* |
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*(D19)* Total exempt imported value R 0

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D20)* | *(D21)* | *(D22)* | *(D23)* | *(D24)* | *(D25)* | *(D26)* | *(D27)* | *(D28)* | *(D29)* | *(D30)* | *(D31)* |
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*(D32)* Total imported value by tenderer R 0

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

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Quantity imported | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D33)* | *(D34)* | *(D35)* | *(D36)* | *(D37)* | *(D38)* | *(D39)* | *(D40)* | *(D41)* | *(D42)* | *(D43)* | *(D44)* |
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*(D45)* Total imported value by 3rd party R 0

**D. Other foreign currency payments**

| Type of payment | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender Rate of Exchange | Local value of payments |
|---|---|---|---|---|---|
| *(D46)* | *(D47)* | *(D48)* | *(D49)* | *(D50)* | *(D51)* |
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*(D52)* Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

*(D53)* Total of imported content & foreign currency payments - *(D32)*, *(D45)* & *(D52)* above R 0

This total must correspond with Annex C - C 23

Date:

## PRIMARY STEEL PRODUCTS - Reinforcing Bars **(100%)**

## Refer to item in the BOQ:

SATS 1286.2011

### Annex D

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

| | | | | | |
|---|---|---|---|---|---|
| (D1) | Tender No. | | | | |
| (D2) | Tender description: | | | | |
| (D3) | Designated Products: | | | | |
| (D4) | Tender Authority: | | | | |
| (D5) | Tendering Entity name: | | | | |
| (D6) | Tender Exchange Rate: | Pula | | EU R 9.00 | GBP R 12.00 |

Note: VAT to be excluded from all calculations

**A. Exempted imported content**

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Exempted imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (D7) | (D8) | (D9) | (D10) | (D11) | (D12) | (D13) | (D14) | (D15) | (D16) | (D17) | (D18) |
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(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (D20) | (D21) | (D22) | (D23) | (D24) | (D25) | (D26) | (D27) | (D28) | (D29) | (D30) | (D31) |
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(D32) Total imported value by tenderer R 0

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

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Quantity imported | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (D33) | (D34) | (D35) | (D36) | (D37) | (D38) | (D39) | (D40) | (D41) | (D42) | (D43) | (D44) |
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(D45) Total imported value by 3rd party R 0

**D. Other foreign currency payments**

| Type of payment | Local supplier making the payment | Overseas beneficiary | Calculation of foreign currency payments: Foreign currency value paid | Tender Rate of Exchange | Summary of payments: Local value of payments |
|---|---|---|---|---|---|
| (D46) | (D47) | (D48) | (D49) | (D50) | (D51) |
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(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Date:

## POWER CABLES - Low Voltage **(90%)**

## Refer to item in the BOQ:

SATS 1286.2011

### Annex D

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

| | | |
|---|---|---|
| *(D1)* | Tender No. | |
| *(D2)* | Tender description: | |
| *(D3)* | Designated Products: | |
| *(D4)* | Tender Authority: | |
| *(D5)* | Tendering Entity name: | |
| *(D6)* | Tender Exchange Rate: | Pula |

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

**A. Exempted imported content**

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Exempted imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D7)* | *(D8)* | *(D9)* | *(D10)* | *(D11)* | *(D12)* | *(D13)* | *(D14)* | *(D15)* | *(D16)* | *(D17)* | *(D18)* |
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*(D19)* Total exempt imported value R 0

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D20)* | *(D21)* | *(D22)* | *(D23)* | *(D24)* | *(D25)* | *(D26)* | *(D27)* | *(D28)* | *(D29)* | *(D30)* | *(D31)* |
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*(D32)* Total imported value by tenderer R 0

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

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Quantity imported | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D33)* | *(D34)* | *(D35)* | *(D36)* | *(D37)* | *(D38)* | *(D39)* | *(D40)* | *(D41)* | *(D42)* | *(D43)* | *(D44)* |
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*(D45)* Total imported value by 3rd party R 0

**D. Other foreign currency payments**

| Type of payment | Local supplier making the payment | Overseas beneficiary | Calculation of foreign currency payments: Foreign currency value paid | Tender Rate of Exchange | Summary of payments: Local value of payments |
|---|---|---|---|---|---|
| *(D46)* | *(D47)* | *(D48)* | *(D49)* | *(D50)* | *(D51)* |
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*(D52)* Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

*(D53)* Total of imported content & foreign currency payments - *(D32), (D45) & (D52)* above R 0

This total must correspond with Annex C - C 23

Date:

## POWER CABLES - Low Cost Reticulation **(90%)**

## Refer to item in the BOQ:

SATS 1286.2011

### Annex D

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

| | | | |
|---|---|---|---|
| *(D1)* | Tender No. | | |
| *(D2)* | Tender description: | | |
| *(D3)* | Designated Products: | | |
| *(D4)* | Tender Authority: | | |
| *(D5)* | Tendering Entity name: | | |
| *(D6)* | Tender Exchange Rate: | Pula | |

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

**A. Exempted imported content**

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Forign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Exempted imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D7)* | *(D8)* | *(D9)* | *(D10)* | *(D11)* | *(D12)* | *(D13)* | *(D14)* | *(D15)* | *(D16)* | *(D17)* | *(D18)* |
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Calculation of imported content | Summary

*(D19)* Total exempt imported value R 0

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D20)* | *(D21)* | *(D22)* | *(D23)* | *(D24)* | *(D25)* | *(D26)* | *(D27)* | *(D28)* | *(D29)* | *(D30)* | *(D31)* |
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Calculation of imported content | Summary

*(D32)* Total imported value by tenderer R 0

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

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Quantity imported | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D33)* | *(D34)* | *(D35)* | *(D36)* | *(D37)* | *(D38)* | *(D39)* | *(D40)* | *(D41)* | *(D42)* | *(D43)* | *(D44)* |
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Calculation of imported content | Summary

*(D45)* Total imported value by 3rd party R 0

**D. Other foreign currency payments**

| Type of payment | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender Rate of Exchange | Local value of payments |
|---|---|---|---|---|---|
| *(D46)* | *(D47)* | *(D48)* | *(D49)* | *(D50)* | *(D51)* |
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Calculation of foreign currency payments | Summary of payments

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

Signature of tenderer from Annex B

*(D53)* Total of imported content & foreign currency payments - *(D32), (D45) & (D52)* above R 0

This total must correspond with Annex C - C 23

Date:

## VALVES PRODUCTS AND ACTUATORS - Ball valves **(70%)**

## Refer to item in the BOQ:

SATS 1286.2011

### Annex D

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

| | | |
|---|---|---|
| *(D1)* | Tender No. | |
| *(D2)* | Tender description: | |
| *(D3)* | Designated Products: | |
| *(D4)* | Tender Authority: | |
| *(D5)* | Tendering Entity name: | |
| *(D6)* | Tender Exchange Rate: | Pula |

EU R 9.00 GBP R 12.00

Note: VAT to be excluded from all calculations

**A. Exempted imported content**

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Exempted imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D7)* | *(D8)* | *(D9)* | *(D10)* | *(D11)* | *(D12)* | *(D13)* | *(D14)* | *(D15)* | *(D16)* | *(D17)* | *(D18)* |
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*(D19)* Total exempt imported value R 0

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D20)* | *(D21)* | *(D22)* | *(D23)* | *(D24)* | *(D25)* | *(D26)* | *(D27)* | *(D28)* | *(D29)* | *(D30)* | *(D31)* |
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*(D32)* Total imported value by tenderer R 0

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

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Quantity imported | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D33)* | *(D34)* | *(D35)* | *(D36)* | *(D37)* | *(D38)* | *(D39)* | *(D40)* | *(D41)* | *(D42)* | *(D43)* | *(D44)* |
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*(D45)* Total imported value by 3rd party R 0

**D. Other foreign currency payments**

| Type of payment | Local supplier making the payment | Overseas beneficiary | Calculation of foreign currency payments: Foreign currency value paid | Tender Rate of Exchange | Summary of payments: Local value of payments |
|---|---|---|---|---|---|
| *(D46)* | *(D47)* | *(D48)* | *(D49)* | *(D50)* | *(D51)* |
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*(D52)* Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

*(D53)* Total of imported content & foreign currency payments - *(D32), (D45) & (D52)* above R 0

This total must correspond with Annex C - C 23

Date:

## VALVES PRODUCTS AND ACTUATORS - Safety or relief valves **(70%)**

## Refer to item in the BOQ:

SATS 1286.2011

### Annex D

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

| | | |
|---|---|---|
| *(D1)* | Tender No. | |
| *(D2)* | Tender description: | |
| *(D3)* | Designated Products: | |
| *(D4)* | Tender Authority: | |
| *(D5)* | Tendering Entity name: | |
| *(D6)* | Tender Exchange Rate: | Pula |

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

**A. Exempted imported content**

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Exempted imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D7)* | *(D8)* | *(D9)* | *(D10)* | *(D11)* | *(D12)* | *(D13)* | *(D14)* | *(D15)* | *(D16)* | *(D17)* | *(D18)* |
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***(D19)*** **Total exempt imported value** R 0

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D20)* | *(D21)* | *(D22)* | *(D23)* | *(D24)* | *(D25)* | *(D26)* | *(D27)* | *(D28)* | *(D29)* | *(D30)* | *(D31)* |
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***(D32)*** **Total imported value by tenderer** R 0

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

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Quantity imported | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D33)* | *(D34)* | *(D35)* | *(D36)* | *(D37)* | *(D38)* | *(D39)* | *(D40)* | *(D41)* | *(D42)* | *(D43)* | *(D44)* |
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| | | | | | | | | | | | |

***(D45)*** **Total imported value by 3rd party** R 0

**D. Other foreign currency payments**

| Type of payment | Local supplier making the payment | Overseas beneficiary | Calculation of foreign currency payments: Foreign currency value paid | Tender Rate of Exchange | Summary of payments: Local value of payments |
|---|---|---|---|---|---|
| *(D46)* | *(D47)* | *(D48)* | *(D49)* | *(D50)* | *(D51)* |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

Signature of tenderer from Annex B

***(D53)*** **Total of imported content & foreign currency payments - *(D32), (D45) & (D52)* above** R 0

This total must correspond with Annex C - C 23

Date:

## VALVES PRODUCTS AND ACTUATORS - Taps, Cocks **(70%)**

## Refer to item in the BOQ:

SATS 1286.2011

### Annex D

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

| | | |
|---|---|---|
| *(D1)* | Tender No. | |
| *(D2)* | Tender description: | |
| *(D3)* | Designated Products: | |
| *(D4)* | Tender Authority: | |
| *(D5)* | Tendering Entity name: | |
| *(D6)* | Tender Exchange Rate: | Pula |

**Note:** VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

**A. Exempted imported content**

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Exempted imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D7)* | *(D8)* | *(D9)* | *(D10)* | *(D11)* | *(D12)* | *(D13)* | *(D14)* | *(D15)* | *(D16)* | *(D17)* | *(D18)* |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

***(D19)*** **Total exempt imported value** R 0

**This total must correspond with Annex C - C 21**

**B. Imported directly by the Tenderer**

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D20)* | *(D21)* | *(D22)* | *(D23)* | *(D24)* | *(D25)* | *(D26)* | *(D27)* | *(D28)* | *(D29)* | *(D30)* | *(D31)* |
| | | | | | | | | | | | |
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***(D32)*** **Total imported value by tenderer** R 0

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

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Quantity imported | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D33)* | *(D34)* | *(D35)* | *(D36)* | *(D37)* | *(D38)* | *(D39)* | *(D40)* | *(D41)* | *(D42)* | *(D43)* | *(D44)* |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
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| | | | | | | | | | | | |
| | | | | | | | | | | | |

***(D45)*** **Total imported value by 3rd party** R 0

**D. Other foreign currency payments**

| Type of payment | Local supplier making the payment | Overseas beneficiary | Calculation of foreign currency payments: Foreign currency value paid | Tender Rate of Exchange | Summary of payments: Local value of payments |
|---|---|---|---|---|---|
| *(D46)* | *(D47)* | *(D48)* | *(D49)* | *(D50)* | *(D51)* |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

**Signature of tenderer from Annex B**

***(D53)*** **Total of imported content & foreign currency payments - *(D32), (D45) & (D52)* above** R 0

**This total must correspond with Annex C - C 23**

Date:

**STEEL VALUE ADDED PRODUCTS** - Fabricated Structural Steel **(100%)Refer to item in the BOQ:**

SATS 1286.2011

# Annex E

## Local Content Declaration - Supporting Schedule to Annex C

| | | |
|---|---|---|
| *(E1)* | **Tender No.** | |
| *(E2)* | **Tender description:** | |
| *(E3)* | **Designated products:** | |
| *(E4)* | **Tender Authority:** | |
| *(E5)* | **Tendering Entity name:** | |

**Note:** VAT to be excluded from all calculations

| Local Products (Goods, Services and Works) | Description of items purchased | Local suppliers | Value |
|---|---|---|---|
| | *(E6)* | *(E7)* | *(E8)* |
| | | | |
| | | | |
| | | |

# THE CONTRACT

# PART C1: AGREEMENT AND CONTRACT DATA

# C1.1 FORM OF OFFER AND ACCEPTANCE

## C1.1: FORM OF OFFER AND ACCEPTANCE

| | | | |
|---|---|---|---|
| **Project title:** | **Tender for the appointment of a contractor for Alterations/Modifications of BioPark Phase 1 – BioPark Phase 1C** | | |
| **Bid no:** | **GEP003-BIOPARKPHASE1C/18** | **Site Reference No.:** | Land Parcel 6, The Innovation Hub |

**OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Tender for the appointment of a contractor for Alterations/Modifications of BioPark Phase 1 – BioPark Phase 1C.**
The Bidder, 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 Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder 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 <u>INCLUSIVE</u> OF VALUE ADDED TAX IS:**

| | |
|---|---|
| **Rand (in words):** | |
| **Rand 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 Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the Contractor in the conditions of contract identified in the contract data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY**: (cross out block which is not applicable)

| | | |
|---|---|---|
| Company or Close Corporation:<br>……<br>……<br>And: Whose Registration Number is:<br>……<br>And: Whose Income Tax Reference Number is:<br>…… | **OR** | Natural Person or Partnership:<br>……<br>……<br>Whose Identity Number(s) is/are:<br>……<br>……<br>Whose Income Tax Reference Number is/are:<br>…… |

**AND WHO IS** (if applicable)**:**

| |
|---|
| Trading under the name and style of:<br>…… |

**AND WHO IS:**

| | |
|---|---|
| Represented herein, and who is duly authorised to do so, by:<br><br>Mr/Mrs/Ms:<br>……..<br>In his/her capacity as:<br>…… | **Note:**<br>**A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.** |

## SIGNED FOR THE BIDDER:

| | | |
|---|---|---|
| | | |
| Name of representative | Signature | Date |

## WITNESSED BY:

| | | |
|---|---|---|
| | | |
| Name of witness | Signature | Date |

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)
The official documents …… ☐
The official alternative …… ☐

Own alternative (only if documentation makes provision therefore) .. ☐

**(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)**

## SECURITY OFFERED:

The Bidder agrees to provide a bank or insurance guarantee in accordance with clauses 11.1.2 or 11.1.3 of the JBCC Edition 6.1 Principal Building Agreement within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

(a) the Bidder accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

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

(1)cash deposit of 10 % of the Contract Sum (excluding VAT)
**Yes** ☐ **No** ☐

(2)variable construction guarantee of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(3)payment reduction of 10% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(4)cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and
a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)
**Yes** ☐ **No** ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Bidder elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):
……
……

**Other Contact Details of the Bidder are:**

| | |
|---|---|
| Telephone No<br>…… | Cellular Phone No.<br>…… |
| Fax No<br>…… | Other contact No.<br>…… |

| |
|---|
| Postal address:<br>…… |
| Banker ……<br>Branch…….…….. |
| Registration No of Bidder at Department of Labour<br>…..…… |
| CIDB Registration Number:<br><br>(Attached copy of certificate) …… |

## ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidder'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 Bidder's offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

### The terms of the contract, are contained in:

Part 1 Agreement and contract data, (which includes this agreement)
Part 2 Pricing data
Part 3 Scope of work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 3 above.

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

The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Bidder, provided that the Employer notifies the Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

### For the Employer:

| | | |
|---|---|---|
| Name of signatory | Signature | Date |

| | |
|---|---|
| **Name of Organisation:** | **Gauteng Enterprise Propeller** |
| **Address of Organisation:** | Gauteng Enterprise Propeller<br>6th$^{th}$ Floor, 124 Main Street, Marshalltown, Johannesburg, 2107<br><br>Telephone :011 085 2500 |

**WITNESSED BY:**

| | | |
|---|---|---|
| Name of witness | Signature | Date |

## CHANGES MADE TO JBCC DOCUMENTATION

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder'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 agreement reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid document and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

| | |
|---|---|
| **1.** | **Subject:** |
| | **Detail:** |

| | |
|---|---|
| **2.** | **Subject:** |
| | **Detail:** |

| | |
|---|---|
| **3.** | **Subject:** |
| | **Detail:** |

| | |
|---|---|
| **4.** | **Subject:** |
| | **Detail:** |

| | |
|---|---|
| **5.** | **Subject:** |
| | **Detail:** |

| | |
|---|---|
| **6.** | **Subject:** |
| | **Detail:** |

By the duly authorised representatives signing this agreement, the Employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and

addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

# C1.2 CONTRACT DATA

## C 1.2: CONTRACT DATA - JBCC PRINCIPAL BUILDING AGREEMENT *(Edition 6.1 of March 2014)*

| | | | |
|---|---|---|---|
| **Project title:** | **TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR ALTERATIONS/MODIFICATIONS TO BIOPARK PHASE 1 AT THE INNOVATION HUB – BIOPARK PHASE 1C** | | |
| **Bid no:** | **GEP003-BIOPARKPHASE1C/18** | **Site Reference No.:** | Land Parcel 6, The Innovation Hub |

| | |
|---|---|
| | The Conditions of Contract are clauses 1 to 30 of the JBCC Principal Building Agreement (Edition 6.1 of March 2014) prepared by the Joint Building Contracts Committee.<br><br>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee. |

| | |
|---|---|
| | **CONTRACT SPECIFIC DATA**<br>The following contract specific data are applicable to this contract: |
| | **CONTRACT VARIABLES**<br>The Principal Building Agreement Contract Data contains all variables referred to in this document. The Employer or his Agent need to complete section A-Tender Information, B-Contract Data, C-Tender Closing in full and include it in the Bid documents. Section D-Tenderer's Selection must be left blank by the Employer or his Agent for the Contractor to fill in. The Contract Data categories form part of this agreement.<br><br>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 italicized in [ ] brackets.<br><br>**The Principal Agent, in accordance with Clause 1.1, 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 6.2.** |

## Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:

## A - TENDER INFORMATION

**A1 Project Name**

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR ALTERATIONS/MODIFICATIONS TO BIOPARK PHASE 1 AT THE INNOVATION HUB – BIOPARK PHASE 1C.**

**A2 Works Description**

**GENERAL BUILDING WORKS WITH SPECIALISED SERVICES INCLUDING ALL SUPPORTING SERVICES**

**A3 Site Description**

| | |
|---|---|
| **Erf No/Township** | **Land Parcel 6, The Innovation Hub** |
| **Local Authority** | **City of Tshwane Metropolitan Municipality** |
| **Street Address** | **Allan Cormack St, Persequor, Pretoria, 0020** |

**A4 CONTRACTING AND OTHER PARTIES**

*[1.1]* **Employer: Gauteng Enterprise Propeller**

Postal address:

**124 Main Street**
**Marshalltown**
**Johannesburg**
**2107**

| | |
|---|---|
| Practice Registration Number: | **2003/021743/07** |
| VAT No.: | **N/A** |
| Contact Person: | **Supply Chain Management** |
| Email: | **Samkelo@gauteng.net** |

*[2.4]* Registered street address:

**124 Main Street**
**Marshalltown**
**Johannesburg**
**21087**

| **A5 – A9** | **PRINCIPAL AGENT** |
|---|---|
| *[6.1]* | **Principal Agent**<br>The Principal Agent referred to in the Agreement.<br>The Principal Agent address for receipt of communications is:<br>Name **Phunga Consulting Engineers**<br>Physical address: Postal address:<br>Route 21 Corporate Park PO Box 11069<br>63 Regency Street, Irene Die Hoewes<br>Centurion 0157 0163<br>Telephone: (012) 345 6694<br>Fax: (012) 345 6813 |
| **A6 – A13** | |
| *[6.2]* | **Agent (1)**<br>Architect<br>**Phunga Consulting Engineers**<br>Route 21 Corporate Park<br>63 Regency Street, Irene<br>Centurion 0157<br>Telephone: (012) 345 6694<br>Fax: (012) 345 6813 |
| *[6.2]* | **Agent (2)**<br>Quantity Surveyors<br>**Phunga Consulting Engineers**<br>Route 21 Corporate Park<br>63 Regency Street, Irene<br>Centurion 0157<br>Telephone: (012) 345 6694<br>Fax: (012) 345 6813 |

| | |
|---|---|
| *[6.2]* | **Agent (3)**<br>Civil, Structural, Mechanical, Fire and Electrical Engineers<br>**Phunga Consulting Engineers**<br>Route 21 Corporate Park<br>63 Regency Street, Irene<br>Centurion 0157<br>Telephone: (012) 345 6694<br>Fax: (012) 345 6813 |
| *[6.2]* | **Agent (4)**<br>OHS Consultant<br>**Phunga Consulting Engineers**<br>Route 21 Corporate Park<br>63 Regency Street, Irene<br>Centurion 0157<br>Telephone: (012) 345 6694<br>Fax: (012) 345 6813 |

| B – CONTRACT DATA | | |
|---|---|---|
| | Clause references apply to the JBCC Principal Building Agreement Edition 6.1 (PBA) published March 2014. Only clauses in the PBA requiring the provisions of information, indicated as [CD], are quoted below. | |
| **2.0** *[2.1] [25.15]* | **Law, regulations and notices:** The law applicable to this agreement: | **South Africa** |

| | | | | | |
|---|---|---|---|---|---|
| **5.0** | **Contract documents:** | | | | |
| *[5.1]* | Signed contract documents held by the principal agent, or: | Employer | | | |
| *[5.5]* | Number of copies of documents issued free to the contractor: | 3 (Three) | *Number of copies* | | |
| | **Priced document** | | | | |
| | Lump sum priced document: | **No** | *Yes or No* | Priced Bill of Quantities: | **Yes** |
| | System method of measurement | **Standard System of Measuring Builders Work (6th Edition)** | | | |
| | **Contract Documents comprising:** | | | | |
| | | | | | |
| | *Description* | | | *Marked* | *Notes* |
| | **JBCC Principal Building Agreement - Ed 6.1 (March 2014)** | | | **A** | |
| | **JBCC PBA Contract Data - Ed 6.1 (March 2014)** | | | **B** | |
| | **[Any documents that form part of Contract Document]** | | | **C** | |
| | *Note: If insufficient space, please see annexure:* | | | | |

| | | | | |
|---|---|---|---|---|
| **6.0** | **Employer's agents** | | | |
| *[6.3]* | Description of interest of agents in the project other than professional services, if applicable: | | | **N/A** |
| **10.0** | **Insurances** | | | |
| | | *Obligation* | *Currency* | *Insured amount* |
| | By the employer in the joint names of the parties, yes/no? | No | | |
| | Contract Works Insurance (CWI) (including materials and goods, temporary works) | | | *not applicable* |
| | Public Liability Insurance (each and every claim OR unlimited / value) | | | *not applicable* |
| | Supplementary Insurance (incl. CWI extensions) | | | *not applicable* |
| | Removal of Lateral Support | | | *not applicable* |
| | Other: | | | *not applicable* |

| | | | | |
|---|---|---|---|---|
| *OR* | | | | |
| | By the contractor in the joint names of the parties, yes/no? | Yes | | |
| | Contract Works Insurance (CWI) (including materials and goods, temporary works) | *Contractor* | *ZAR* | *10% of Contract Sum* |
| | Public Liability Insurance (each and every claim OR unlimited for the period) | *Contractor* | *ZAR* | *5 Million* |
| | Supplementary Insurance (incl CWI extensions) | *Contractor* | *ZAR* | *Contract Sum + 10%* |
| | Other: | *Contractor* | *ZAR* | *TBC* |

| | | |
|---|---|---|
| **11.0** | **Security** | |
| *[11.1.1 to 5]* | The contractor shall provide a Guarantee for Construction to the employer>D11.2-3 Yes/No | **Yes** |
| **12.0** | **Duties of parties** | |
| *[9.2.7]* | Alterations and additions to existing premises? | *Yes* |
| *[12.1.2]* | Premises occupied - yes/no? Identify area? | *No* |
| *[12.1.3]* | Relevant natural features to be retained / relocated / removed | *N/A* |
| *[12.1.4]* | Areas the contractor may not occupy? | *N/A* |
| *[12.1.5]* | Utilities connection – location | *Existing to be pointed out on site* |
| *[12.1.6]* | Statutory and/or other notices to be complied with by the contractor before possession of site can be given | *Construction Permit issued by DoL* |
| *[12.1.7]* | Possession of the site - intended date | *To be determined* |
| | Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (2.1; 12.2.2-3; 12.2.5-6) 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. | |
| *[12.1.12]* | Description of free issue by employer (*attach separate page for multiple items)* | *N/A* |

| | | |
|---|---|---|
| **14.0** | **Nominated subcontractors** | |
| *[14.1.4]* | Specialisation: | *N/A* |
| | *Note: If insufficient space, please see annexure:* | |
| **16.0** | **Direct subcontractors** | |
| | Employer to define extent of work by a direct contractor [12.1.2] | |
| *[16.1]* | Specialisation: | *Exhibition Design and Installation – Basement -1 Level* |
| *[16.1]* | Specialisation: | *N/A* |
| | *Note: If insufficient space, please see annexure:* | |
| | **Practical completion / penalty for late completion** | |

**19.0 / 20.0 / 24.0**

The Practical Completion date is: *TBC (time measured from the Commencement date.)*

| *Inspection days* | *Date for practical completion* | *Penalty currency* | *Penalty amount / day* |
|---|---|---|---|
| ***8*** | ***6 to 9 Months from Site Handover to Contractor*** | ***ZAR*** | ***R 5 000.00/day*** |

Practical Completion of the **works** as a whole:

OR *(only 1 option can apply)*

*[19/20/24]* Practical Completion of the **works** in sections: 1

| | | | |
|---|---|---|---|
| ***N/A*** | ***N/A*** | **ZAR** | ***R 5 000.00/day*** |

*[19/20/24]* Practical Completion of the **works** in sections: 2

| | | | |
|---|---|---|---|
| ***N/A*** | ***N/A*** | **ZAR** | ***R 5 000.00/day*** |

*[21.1]* The defects liability period is:
*(Shall commence on the calendar day following the date for Practical completion and end at midnight, of the period indicated below, from the date of Practical Completion.)*

12 Months for Electrical, Mechanical, Industrial and Civil works

90 Calendar Days for Building Works

**<u>Latent Defect Period</u>**

*[22]* The latent defect period is: 5 years after the Final Completion certificate. (clause 22)

**<u>Documentation required before Commencement of the Works</u>**

*[12.2.2 to 12.2.6]* The time to submit the documentation required before commencement with Works execution is: **10 calendar days**

*[12.2]* The documentation required before commencement with the Works execution are;

| | | |
|---|---|---|
| *[2.1]* | Health and Safety Plan | The Contractor shall deliver his Health and Safety Plan of the Works within 30 calendar days after Notice of Intent the Employer to enter into Contract. |
| | | |
| *[12.2.6]* | Initial Programme | The Contractor shall deliver his programme of work within 15 working days after notice from the Principal Agent, after to the Commencement Date. |
| *[12.2.3]* | Guarantee | The Contractor shall deliver his chosen Guarantee (security) for this Works within 30 calendar days after Notice of Intent the Employer to enter into Contract. |
| *[12.2.5]* | Insurance | The Contractor shall deliver his insurance for the Works within 30 calendar days after Notice of Intent the Employer to enter into Contract. |
| | Cash flow by contractor | The Contractor shall deliver his cash flow projections for the Works within 30 calendar days after the Commencement Date. |
| *[12.2.2]* | Priced Bill of Quantity | The Contractor shall deliver his Balanced Priced Bill of Quantities within 30 calendar days after Notice of Intent the Employer to enter into Contract. |

| | | |
|---|---|---|
| | Other requirements | |
| | Other requirements | |
| | *Note: If insufficient space, please see annexure:* | *N/A* |
| **19.0** | **Practical Completion** | |
| *[19.1.1]* | Items that do not have to be complete to achieve practical completion | |
| | N/A | |
| | *Note: If insufficient space, please see annexure:* | *N/A* |
| *[19.1.1]* | Criteria to achieve practical completion (the BoQ may contain a more detailed description) | |
| | Per specification | |
| | *Note: If insufficient space, please see annexure:* | *N/A* |

| | | | |
|---|---|---|---|
| **25.0** | **Payment** | | |
| *[25.0]* | Currency: | **ZAR** | **South African Rand** |
| *[25.2]* | Issue of regular payment certificates on | ***24th*** | *day of the month* |
| *[25.3.2]* *[25.3.4]* | Materials and goods off site - paid subject to | ***Guarantee for Advance Payment provided?*** | ***N/A*** |
| | Contract price adjustment provisions | **JBCC CPA Indices Application Manual** | |
| *[[26.9.5]* | Base Month (If Applicable) | **December 2017** | |
| | Alternative Indices: | **Not Applicable** | |
| | *Where CPAP is applicable, the contract sum will be adjusted in accordance with the P0151 indices published by Statistics South Africa as set out in the Contract Price Adjustment Provisions (CPAP) Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:* | | |
| | 1 Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.<br>2 All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170.<br>3 Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Bidder's, will not be permitted.<br>Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction | | |

| | | |
|---|---|---|
| | period exceeds 6 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor. | |
| | *Note: If insufficient space, please see annexure:* | *N/A* |
| **30.0** | **Dispute Resolution** | |
| *[30.6.1]* | Alternative Dispute Resolution nominating body | **Association of Arbitrators (South Africa)** |

| | |
|---|---|
| *[1.1]* | **Changes made to JBCC documentation**<br>**The following definitions have been amended or added to this agreement.** |
| | ADVERSE WEATHER CONDITIONS - in clause 23.1.1 means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weathersa.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed. |
| | COMMENCEMENT DATE – means the date of possession of the site by the contractor (site handover) which shall not occur before the Bidder have fully complied with submitting documents required in terms of clause 12.2.2 to 12.2.6 and when the Bidder can receive 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 Changes made to JBCC documentation (if any)<br><br>The agreement (“this document”) consists of;<br>1. Agreement and Conditions of Contract.<br>2. Form of Offer and Acceptance including the Changes made to JBCC documentation.<br>3. Contract Data.<br>4. Scope of Works.<br>5. Site Information.<br>6. Drawings & documents referred to in the 1 to 5 above.<br><br>(See Form of Offer and Acceptance) |
| | CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. |
| | FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder and includes collusive practice among Bidders (prior to or after the Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition. |

| | |
|---|---|
| | INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:<br>a) in respect of interest owed by the Employer, the interest rate as determined by the Minister of Justice and Co6nstitutional 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<br>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. |
| | PREFERRED PARTY - means a responsive Bidder, who scored the most preferential points and receives notification from the employer to provide the documentation as stated in the contract data, within the period stated in the contract data, prior to the site hand over and commencement of the project. |
| | PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the contract data. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the Employer as named in the contract data. |
| | Clause 6.1 should be amended to include the following addition to the first sentence "except in clauses 23.7 and 23.8; 26.7 and 26.12 in terms of which the Employer has retained its authority and has not given a mandate to the principal agent and in terms of which the Employer shall make all decisions and sign all documents." |
| | Clause 10.2 and 10.10 - Replace the word "employer" with the word "contractor". |
| | Delete clause 11.4.1 and 11.4.2 |
| | Delete clause 11.5 |
| | Delete clause 11.10 |
| | Delete clause 12.1 |
| | Add to clause 12.2.13 "The contractor shall supply, at his own cost, and keep an original of the JBCC Principal Building Agreement (Edition 6.1) and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times." |
| | Amend clause 21.6 as follows "The 90 calendar days are replaced with the period indicated in the Contract Data for building work and for electrical, mechanical and civil work." - see Practical completion / penalty for late completion above for periods. |
| | Delete clause 25.12.3 |
| | Add the following clauses to clause 27.2;<br>i) clause 27.2.11 - "the contractor's failure or neglect to commence with the works on the dates prescribed in the contract."<br>ii) clause 27.2.12 - "the contractor's failure or neglect to proceed with the works in terms of the contract."<br>iii) clause 27.2.13 - "the contractor's failure or neglect for any reason to complete the works in accordance with the contract." |

| | |
|---|---|
| | iv) clause 27.2.14 - "the contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract."<br>v) clause 27.2.15 - "the contractor's estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa." |
| | Delete clause 28.1.1 |
| | Delete clauses 29.14.1 |
| | Delete clause 29.17.6 |
| | Delete clause 29.24 |
| | Clause 21.1 and 21.6 - The "90 calendar days" are replaced with the period indicated in the Contract Data for building work and for electrical, mechanical and civil work. |
| **C - BID CLOSING** | |
| | Bid closing: **23rd Feb 2018** *date* Bid closing: time **11:00 am** *time*<br>Bid closing place: **Gauteng Enterprise Propeller**<br>Submission address **Main Reception, Ground Floor<br>124 Main Street<br>Marshalltown<br>Johannesburg<br>2107**<br>Email address **N/A**<br>Delivered in electronic format? **no** *yes / no* Alternative offer considered? **no** *yes / no*<br>Only if original bid submitted **no** *yes / no* |
| | |

## D - BIDDER'S SELECTION (To be completed by the bidder)

## 11.0 Securities

| | | *Obligation* | | |
|---|---|---|---|---|
| *[11.1.2]* | Guarantee for Construction (variable) | If specified, contractor's choice | | *yes / no* |
| *[11.1.3]* | or Guarantee for Construction (fixed) | If specified, contractor's choice | | *yes / no* |
| | or | | | |
| | i) cash deposit of 10 % of the Contract Price | | | *yes / no* |
| | ii) bank or insurance Performance Guarantee of 10 % of the Contract Price | | | *yes / no* |
| | iii) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) | | | *yes / no* |
| | iv) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | | | *yes / no* |
| | v) 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) | | | *yes / no* |

***Note**: The Contractor to ensure that the guarantee is valid at all times, in terms of the Agreement with the Employer*

| | | | | |
|---|---|---|---|---|
| *[11.1.4]* | Guarantee for Advance Payment | Provided by contractor | **n/a** | *yes / no* |
| | (where the contractor requests the employer to pay an advance for materials and goods) | | | |
| | Purpose | *Currency* | | *Amount* |
| *[11.4]* | Guarantee for Payment | Provided by the employer | **no** | *yes / no* |
| | | **n/a** *Currency* | **n/a** | *Amount* |

## 19.0 Contractor's holiday periods during the construction period?

| | | | | |
|---|---|---|---|---|
| Contractor's annual holiday period - year 1 | from | **21 Mar 18** | *until* | **21 Mar 18** |
| Contractor's 'other' holiday period - year 1 | from | **30 Mar 18** | *until* | **2 Apr 18** |
| Contractor's annual holiday period - year 1 | from | **02 Apr 18** | *until* | **02 Apr 18** |
| Contractor's 'other' holiday period - year 1 | from | **27 Apr 18** | *until* | **27 Apr 18** |
| Contractor's annual holiday period - year 1 | from | **1 May 18** | *until* | **1 May 18** |
| Contractor's 'other' holiday period - year 1 | from | **16 Jun 18** | *until* | **16 Jun 18** |
| Contractor's 'other' holiday period - year 1 | from | **9 Aug 18** | *until* | **9 Aug 18** |
| Contractor's 'other' holiday period - year 1 | from | **24 Sep 18** | *until* | **24 Sep 18** |
| Contractor's 'other' holiday period - year 1 | from | **14 Dec 2018** | | **7 Jan 2019** |
| Contractor's 'other' holiday period - year 2 | from | **21 March 19** | | **21 March 19** |
| Contractor's 'other' holiday period - year 2 | from | **22 April 19** | | **22 April 19** |
| Contractor's 'other' holiday period - year 2 | from | **27 April 19** | | **27 April 19** |
| Contractor's 'other' holiday period - year 2 | from | **1 May 19** | | **1 May 19** |

*Note: If insufficient space, please see annexure:*

## 26.0 Payment / Adjustment of Preliminaries

### Payment of Preliminaries

**Option A** Assessed by Principal Agent, an amount pro-rated to the value of the works executed in the same ratio as the — Yes — *yes / no*

| | | |
|---|---|---|
| **Option B** | Preliminaries to the Contract Sum, (including tax); shall exclude the amount of preliminaries, all Contingency Sum(s) and any allowance for CPAP<br>*or*<br>An amount agreed by the Principal Agent and the contractor in terms of the Bills of Quantities or the priced document to identify an initial establishment charge / a monthly charge / and a final dis-establishment charge<br>Where the Contractor does not indicate option 'A' or option 'B' - option 'A' shall apply | ☐<br>*or*<br>☐ *yes / no* |

| | |
|---|---|
| **Adjustment of Preliminaries [26.9.4]** | |
| **Option A** | 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:-<br>- An amount which shall not be varied.<br>- An amount varied in proportion to the contract value as compared to the Contract Sum.<br>- 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.<br>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<br>If the Contractor and the Principal Agent cannot agree, within 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;<br>10% of the amount shall not be varied<br>15% varied in proportion of the Contract Value to the Contract Sum ☐ *yes / no*<br>75% varied in proportion to the revised Construction Period compared with the initial Construction Period. |
| | |
| **Option B** | Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.<br>*or*<br>The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a ☐ *yes / no* |

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.

Where the Contractor does not indicate option 'A' or option 'B' - option 'A' shall apply

1. By submission of this tender to the Employer the tenderer offers and agrees to execute and complete the works and remedy any defects in conformity with the specification for the tender sum stated - to be paid in instalments as work is completed.
2. The tender shall remain in full legal force for forty five (45) calendar days from the closing date of the tender. The Tenderer accepts liability for damages that may be suffered by the Employer should the tender validity period not be honoured.
3. The lowest or any offer will not necessarily be accepted by the Employer - nor need reasons be given for such a decision.
4. Any provision in this agreement that may confer any benefit or right in favour of any Sub Contractor shall be binding on the parties and be capable of acceptance by such Sub Contractor at any time.
5. Annexures marked as;

| | |
|---|---|
| A | |
| B | |
| C | |

**TENDER SUM COMPILATION**

| | | *Currency* | | |
|---|---|---|---|---|
| Tenderer's work excluding tax | | **ZAR** | *Amount* | |
| Tax 14% at percentage | 14% | **ZAR** | *Amount* | |
| Total TENDER SUM inclusive of tax | | **ZAR** | *Amount* | |

*Tender sum in words*

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

**SPECIAL CONDITIONS OF CONTRACT**

Duties and functions of the **Principal Agent** requiring the specific approval of the **Employer** BEFORE execution of any part of these duties are as follows:

a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the **Principal Agent,** together with the **Principal Agent's** recommendations, to the **Employer** for determination. (see clauses 23.7 and 23.8).

b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the **Contractor** UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the **Employer**.

c) Insurance policies to be approved by the **Employer** within 21 days of the date of the **Commencement** of the Works.

d) Any notice of disagreement raised by the **Contractor** or written Dispute Notice given by the **Contractor** to the **Principal Agent** shall be submitted by the **Principal Agent**, together with the **Principal Agent's** recommendations, to the **Employer** for determination.

e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the **Principal Agent**, to the **Employer** for final approval and signature. The certificates shall not be considered as officially issued until signed by the **Employer**.

## MANAGING PROJECT DURATION

a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own.

The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the Sub Contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.

b) Activity-and total float shall belong to the Employer.

c) The Contractor shall deliver his programme of work within 15 working days after notice from the Principal Agent, prior to the Commencement Date.(cl 12.2.6)

It is a condition of this contact that, the Contractor submit to the Principal Agent a detailed CPM Programme which shall be to the approval of the Principal Agent. In this regard tenderers are advised to consult with the Principal Agent as to the format and requirements of the programme as no claim whatsoever will entertained should the programme fail to meet the requirements of the Principal Agent. Failure to submit the programme within the stipulated time may result in the Contractor being held in breach of contract.

The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.

The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with adverse weather conditions and claiming for delays in performance in this bill.

Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.

## ADVERSE WEATHER CONDITIONS AND CLAIMS FOR DELAYS IN PERFORMANCE

a) The Contract Sum includes a monthly allowance of 3 working days for adverse weather conditions during which rainfall exceeds 10mm per day for the months as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above.

b) Claims for delays in performance due to adverse weather conditions shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:

i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.

ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified, in terms of clause 23.4.2 of the JBCC PBA Ed 6.1, when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.

1 The stoppage claimed must cause a delay in the practical completion of work. If the critical activities can proceed and a non-critical activity is delayed due to adverse weather conditions 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 in terms of clause 23.5 of the JBCC PBA Ed 6.1.

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 adverse weather conditions exceed the actual delays incurred the completion date(s) will not be adjusted.

8 Where the project includes builder' holidays the programmed durations for adverse weather conditions shall be adjusted pro-rate to the actual working days

9 The total of all monthly delays due to adverse weather conditions 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 | |
| 8 hrs/day* | | Estimated Extension of time - in Working Days | | | | | 2 | |

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

## BIDDER'S DETAILS

Name

Business *eg: public company*

Business registration number

VAT No.

Contact person

Mobile

E-mail

Registered street address

Postal address

Code

Telephone

Fax

## 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 warrants authorisation hereto. |
| | Capacity of signatory | as Witness. |
| | Thus done and signed at……<br>on ……..of…….20…… | |
| | Name of signatory | for and behalf of the **Contractor** who by signature hereof warrants authorisation hereto. |
| | Capacity of signatory | as Witness. |

# C1.3 FORM OF SECURITY

## C1.3 GUARANTEE FOR CONSTRUCTION for use with JBCC Principal Building Agreement (Edition 6.1)

Group Executive EPMO
GAUTENG ENTERPRISE PROPELLER
124 Main Street
Marshalltown
Johannesburg
2107

Dear Sir/Madam,

**GUARANTEE FOR CONSTRUCTION**
For use with the JBCC Principal Building Agreement, Edition 6.1

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

_____

Physical Address:

_____

_____

Guarantor's signatory: _____

Capacity_____

Name of Signatory : _____

"Employer" means: Gauteng Enterprise Propeller

"Contractor" means:

_____

"Principal Agent" means: Phunga Consulting Engineers

"Works" means: Alterations/Modifications of BioPark Phase 1 at the Innovation Hub – BioPark Phase 1C

"Site" means: Land Parcel 6, The Innovation Hub

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

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

Amount in

Words:_____

_____

_____

"Guaranteed Sum" means: The maximum aggregate amount of: **10%** of Contract Sum Amount in Words:

_____

_____

Security for Construction: *(Insert Fixed or Variable)* "Expiry Date" means: Practical Completion Date

## AGREEMENT DETAILS

Sections**:** Total number / not applicable _____Last Section_____

Principal Agent Issues: JBCC® format Interim Payment Certificates, the Final Payment Certificate, the Certificate of Practical Completion and the Certificate of Final Completion

## 1.0 GUARANTEE FOR CONSTRUCTION (Variable)

1.1 Where a Guarantee for Construction (Variable) in terms of the Agreement has been selected this clause 1.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:-

| | GUARANTOR'S LIABILITY | PERIOD OF LIABILITY |
|---|---|---|
| 1.1.1 | Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of:<br><br>R_____<br>_____<br>_____ | From and including the date of issue of this Guarantee for Construction and up to and including the date of issue of the interim payment certificate certifying in excess of 50% of the contract sum. |
| | Amount in words | |
| 1.1.2 | Reducing to the Guaranteed Sum (not exceeding 6.0 % of the contract sum) in the amount of:<br><br>R_____ | From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of issue of the only Certificate of Practical Completion or last Certificate of Practical Completion where there are sections. |
| | Amount in words | |
| 1.1.3 | Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:<br><br>R_____ | From and including the day after the date of the applicable Certificate of Practical Completion and up to and including the date of issue of the only Certificate of Final Completion or the last Certificate of Final Completion where there are sections. |
| | Amount in words | |

| | | |
|---|---|---|
| 1.1.4 | Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:<br><br>R_____ | From and including the day after the date of the applicable Certificate of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor, whereafter this Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer this Guarantee for Construction shall expire upon payment of the full amount certified. |

| | |
|---|---|
| Amount in words | |

1.2 The Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the Security validity

## 2.0 GUARANTEE FOR CONSTRUCTION (Fixed)

2.1 Where a Guarantee for Construction (Fixed) in terms of the Agreement has been selected this clause 2.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of them Guaranteed Sum as follows:--

| GUARANTOR'S LIABILITY | PERIOD OF LIABILITY |
|---|---|
| Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of: | From and including the date of issue of this Guarantee for Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections, whereafter this Guarantee for Construction shall expire. |

R_____

| | |
|---|---|
| Amount in words | |

3.0 The GUARANTOR acknowledges that;

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

3.2 its obligation under the Performance Guarantee is restricted to the payment of money.

3.3 Reference to a recovery statement or an Interim or Final Payment Certificate, or a Certificate(s) of Practical or Final Completion shall mean such certificate issued by the Principal Agent.

4.0 Subject to the Guarantor's maximum liability referred to in clauses 1.0 or 2.0, the Guarantor undertakes to pay the Employer the sum certified on receipt of the documents identified in 4.1 to 4.3:--

4.1 A copy of a first written demand notice issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or Final Payment Certificate has not been made in terms of the Agreement and failing such Payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.

4.2 A first written demand notice issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the issue of the first written demand notice in terms of 4.1 and that the sum certified has not been paid to date. The Employer herewith calls up this Guarantee for Construction and demands payment of the sum certified from the Guarantor.

4.3 A copy of the applicable payment advice which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0.

5.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0 , the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand notice from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee for Construction stating that:--

5.1 The Agreement has been terminated due to the Contractor's default and that the Security for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the notice of termination; or

5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the court order.

6.0 The aggregate amount of payment to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0.

7.0 Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall within one hundred and eighty (180) calendar days of receipt of payment submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee for Construction have been expended, or will be expended, and shall refund to the Guarantor any surplus amount. All monies refunded to the Guarantor in terms of this Guarantee for Construction shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date of payment by the Guarantor to the Employer until the date of refund.

8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand notice to the Guarantor.

9.0 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee for Construction on account of any conduct alleged to be prejudicial to the Guarantor.

10.0 The Guarantor chooses the physical address stated above for all transactions in relation to this security.

11.0 This Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or on payment in full of the Guaranteed Sum or on the Security expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original Guarantee for Construction form shall be returned to the Guarantor after it has expired.

12.0 This Guarantee for Construction, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order.

13.0 Where this Guarantee for Construction is issued in the Republic of South Africa the Guarantor hereby consents to the jurisdiction of a court in the area where the project is located.

Signed at Date

Guarantor's signatory (1) Capacity

Guarantor's signatory (2) Capacity

Witness signatory (1) Witness signatory (2)

Guarantor's seal or stamp:

## INDEX

**PART C1: AGREEMENT AND CONTRACT DATA ..... 137**

**1 C1.4: AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 NO 85 OF 1993) ..... 137**

# PART C1: AGREEMENT AND CONTRACT DATA

## 1 C1.4: AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at

_____

on this the _____ day of _____ in the year _____

***between GAUTENG ENTERPRISE PROPELLER (GEP) (hereinafter called "the** Employer**") of the one part, herein represented by***

in his capacity as

_____

and

_____

(hereinafter called "the Mandatory") of the other part, herein represented by

_____

in his capacity as

_____

WHEREAS the Employer is desirous **that certain works be constructed, viz :**

**ALTERATIONS/MODIFICATIONS OF BIOPARK PHASE 1 – BIOIPARK PHASE 1C**

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.

2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either

(a) the date of the Final Approval Certificate issued in terms of the JBCC,

3 The Mandatory declares himself to be conversant with the following:

(a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
   (i) Section 8 : General duties of employers to their employees;
   (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
   (iii) Section 37: Acts or omissions by employees or mandataries, and
   (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4 In addition to the requirements of the JBCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

(a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

(b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

8. **The contact details of the OH&S Agent for the GEP will be advised on date of award**

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

**SIGNED FOR AND ON BEHALF OF THE GEP:**

WITNESS 1 .....……..

NAME 1 .....…….

(IN CAPITALS)

**SIGNED FOR AND ON BEHALF OF THE MANDATORY:**

WITNESS 1 .....……. .

NAME 1 .....…….

(IN CAPITALS)

## INDEX

**PART C2: PRICING DATA ..... 141**

**1 C2.1 Pricing Instructions ..... 141**

**2 Correction of Entries made by the Tenderer ..... 143**

## PART C2: PRICING DATA

### C2.1 Pricing Instructions

C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications".

C2.1.1.2 Descriptions in the Schedule/Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule/Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.

C2.1.1.3 The clauses in a specification in which further information regarding the schedule/bill item can be obtained appear under "Reference clause" in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.

C2.1.1.4 Work reserved for Labour Intensive construction methods will be numbered with a prefix "LI" in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local labour who are temporarily employed in terms of the project specification

C2.1.1.5 Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste. The Schedule has to be completed in black non-erasable ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

C2.1.1.6 The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for

the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

C2.1.1.7 The prices and rates to be inserted in the Schedule/Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

C2.1.1.8 A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

C2.1.1.9 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT.

C2.1.1.11 Arithmetical errors of responsive tenders will be corrected in the following manner:

- Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.
- In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate will be corrected.
- 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 in the Bill of Quantities) to achieve the tendered total of the prices.

Should a tenderer be unwilling to make the corrections ordered by the Engineer, the tender may be disqualified.

C2.1.1.12 The units of measurement described in the Schedule/Bill of Quantities are metric units. Abbreviations used in the Schedule/Bill of Quantities are as follows :

| | | | | | |
|---|---|---|---|---|---|
| mm | = | millimetre | h | = | hour |
| m | = | metre | kg | = | kilogram |
| km | = | kilometre | t | = | ton (1 000 kg) |
| $m^2$ | = | square metre | No. | = | number |
| $m^2$.pass | = | square metre-pass | sum | = | lump sum |
| ha | = | hectare | MN | = | MegaNewton |
| $m^3$ | = | cubic metre | MN.m | = | MegaNewton metre |
| $m^3$.km | = | cubic metre-kilometre | P C sum | = | PrimeCost sum |
| ℓ | = | litre | Prov sum | = | Provisionalsum |
| kℓ | = | kilolitre | % | = | per cent |
| MPa | = | MegaPascal | kW | = | kilowatt |

C2.1.1.13 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities as may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

C2.1.1.14 A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

## 2 Correction of Entries made by the Tenderer

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

*Signature of person authorised to sign bid documents*

*Name in block letters*

***Designation*** ***Date***

# PART C2: PRICING DATA

## C2.2 Bills of Quantities

# OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

***Compiled for***

**GAUTENG ENTERPRISE PROPELLER**

***For***

**CONSTRUCTION OF BIOPARK PHASE 3**

## *1. PREAMBLE*

In terms of Construction Regulation 4(1)(*a*) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Gauteng Enterprise Propeller, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in the Act and the Regulations made there-under. In terms of Section 7 of the Act read with the Construction Regulation 5, the Principal Contractor shall be responsible for the Health & Safety Policy for the site as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognisance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Gauteng Enterprise Propeller. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are

captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

## 2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

The Health and Safety Specifications pertaining to all the projects, cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Client pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

## 3. PURPOSE

The Client is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications. **(*All references to the singular shall also be regarded as references to the plural*)**

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Gauteng Enterprise Propeller. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on *inter alia*:

a) Safety considerations affecting the site of the project and its environment;

b) Health and safety aspects of the associated structures and equipment;

c) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and

d) The Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 18 July 2003 and incorporated into the above Act by Government Notice R 1010, published in Government Gazette 25207 shall apply to any person involved in construction work pertaining to this project, as will the Act.

## 4. DEFINITIONS

**"Purpose of the Act"** - To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

**"Agent"** – means any person who acts as a representative for a client;

**"Client"** – means any person for whom construction work is performed;

''**Construction Work''** - is defined as any work in connection with:

(a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

(b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;

(c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or

(d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

**"Contractor"** – means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

**"Health and Safety File"** – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

**"Health and Safety Plan"** – means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

**"Health and Safety Specification"** – means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

**"Method Statement"** – means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

**"Principal Contractor"** – means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

**"Risk Assessment"** – means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

## 5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

### 5.1 Structure and Organization of OH&S Responsibilities

#### 5.1.1. *Overall Supervision and Responsibility for OH&S*

5.1.1.1 The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this

requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

5.1.1.2 The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.

5.1.1.3 All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

5.1.1.4 The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

5.1.1.5 All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

## 5.1.2. FURTHER (SPECIFIC) SUPERVISION RESPONSIBILITIES FOR OH&S

5.1.2.1 Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.

### 5.1.3 *Required appointments as per the Construction Regulations:-*

| Item | Regulation | Appointment | Responsible Person |
|---|---|---|---|
| 1. | 4(1)(c) | Principal contractor for each phase or project | Client |

| | | | |
|---|---|---|---|
| 2. | 5.(3)(b) | Contractor | Principal Contractor |
| 3. | 5(11) | Contractor | Contractor |
| 4. | 6(1) | Construction supervisor | Contractor |
| 5. | 6(2) | Construction supervisor sub-ordinates | Contractor |
| 6. | 6(6) | Construction Safety Officer | Contractor |
| 7. | 7(1) | Person to carry out risk assessment | Contractor |
| 8. | 7(4) | Trainer/Instructor | Contractor |
| 9. | 8(1)(a) | Fall protection planner | Contractor |
| 10. | 10 (a) | Formwork & support work supervisor | Contractor |
| 11. | 10(e) + (f) | Formwork & support work examiner | Contractor |
| 12. | 11(1) | Excavation supervisor | Contractor |
| 13. | 11(3)(b)(ii)(b) | Professional engineer or technologist | Contractor |
| 14. | 11(3)(k) | Explosives expert | Contractor |
| 15. | 12(1) | Supervisor demolition work | Contractor |
| 16. | 12(2) + (3) | Demolition expert | Contractor |
| 17. | 12(11) | Explosives expert | Contractor |
| 18. | 14(2) | Scaffold supervisor | Contractor |
| 19. | 15(1) | Suspended platform supervisor | Contractor |
| 20. | 15(2)(c) | Compliance plan developer | Contractor |
| 21. | 15(8)(c) | Suspended platform expert | Contractor |
| 22. | 15(13) | Outrigger expert | Contractor |
| 23. | 17(8)(a) | Material hoist inspector | Contractor |
| 24. | 18(1) | Batch plant supervisor | Contractor |
| 25. | 18(7) | Batch plant operator | Contractor |
| 26. | 19(2)(b) | Power tool expert | Contractor |
| 27. | 19.2 (g) (i) | Power tool controller | Contractor |
| 28. | 20(f) | Tower crane operator | Contractor |
| 29. | 21(1)(d)(i) | Construction vehicle and mobile plant operator | Contractor |
| 30. | 21(1)(j) | Construction vehicle and mobile plant inspector | Contractor |
| 31. | 22(d) | Temporary electrical installations inspector | Contractor |
| 32. | 22 (e) | Temporary electrical installations controller | Contractor |
| 33. | 26 (a) | Stacking and storage supervisor | Contractor |
| 34. | 27 (h) | Fire equipment inspector | Contractor |

5.1.4 This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under paragraph 3 & 4 of the Chapter "Introduction" (page 4) above. This list must not be assumed to be exclusive or comprehensive.

## 5.2 COMMUNICATION & LIAISON

5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee as per the procedures determined by the H&S Committee.

5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

# 6. INTERPRETATION

6.1 The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the "owner(s)" and consultant and /or between the "owner(s)" and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties.

6.2 The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.

6.3 (Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.

## 7. RESPONSIBILITIES

### 7.1 CLIENT

7.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for each project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

7.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

7.1.3 The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

7.1.4 The Client or his appointed Agent on his behalf will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

7.1.4.1 have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;

7.1.4.2 have failed to implement or maintain their health and safety plan;

7.1.4.3 have executed construction work which is not in accordance with their health and safety plan; or

7.1.4.4 act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

## 7.2 PRINCIPAL CONTRACTOR

7.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a “Notification of Construction Work” form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

7.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

7.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

7.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

7.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a renderer's offer is based.)

7.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

7.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

7.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

7.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.

7.2.10 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

## 8. SCOPE OF WORK

8.1 These specifications are applicable to the scope of works of both civil engineering and architectural building projects as detailed in their specific tender documents, this amongst all includes for example:

8.1.1 Site clearance & establishment

8.1.2 Site hoarding, demarcation and demolition

8.1.3 Bulk Earthworks

8.1.4 Piling

8.1.5 Columns

8.1.6 Roads

8.1.7 Bulk services (water, sewer, stormwater & electricity)

8.1.8 Preparation of site by leveling, compaction and e.t.c

8.1.9 Excavations for other services Etc."

**N.B** Construction Regulation 5(3) (g) determines that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process. The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. The cost shall be duly quantified and clearly identified for such identifiable purpose.

## 9. HEALTH AND SAFETY FILE

9.1 The Principal Contractor must, in terms of Construction Regulation 5(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

9.2 The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

## 10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

10.1 The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

## 11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

11.1 The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (see 4. below “Project/Site Specification Requirements”)

11.2 The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

## 12. ARRANGEMENTS FOR MONITORING AND REVIEW

### 12.1 Monthly Audit by Client and/or its Agent on its behalf

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(*d*) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

### 12.2 Other audits and inspections by client and/or its agent on its behalf.

12.2.1 The Client and/or its Agent on its behalf reserves the right to conduct any other ad hoc audits and inspections as it and/or its Agent on its behalf deem necessary.

12.2.2 A representative of the Principal Contractor and the relevant Health and Safety Representative(s) i.e. (Safety Officer / or SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting and Safety Officer/ SHE Rep’s daily safety inspection reports reflecting possible recommendations made to the Employer for reference purposes.

### 12.3 INCIDENTS REPORTS

The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

12.3.1 Dies
12.3.2 becomes unconscious
12.3.3 loses a limb or part of a limb

12.3.4 is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

12.4 OR where:

12.4.1 a major incident occurred;
12.4.2 the health or safety of any person was endangered;
12.4.3 where a dangerous substance was spilled;
12.4.4 the uncontrolled release of any substance under pressure took place;
12.4.5 machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects;
12.4.6 machinery ran out of control,

12.5 The Report of the above incidents must be made to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

12.6 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

12.7 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly “SHE Risk Management Report”.

12.8 The Principal Contractor is required to provide as soon as possible the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports including the reports as per clause 12 above. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to any of the following:

12.8.1 **EOHSE cc: 014 5333 792 - OHS Consultants for the Gauteng Enterprise Propeller**

12.8.2 **Department of Labor: 014 5928 214**

12.8.3 **The client (Gauteng Enterprise Propeller): 014 590 3550**

## 13 REVIEW

13.1 The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

13.2 The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any

changes, alterations or amendments as contemplated in the above paragraph.

## 14. SITE RULES AND OTHER RESTRICTIONS

### 14.1 *Site OH&S Rules*

14.1.1 The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.

14.1.2 When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

### 14.2 *Security Arrangements*

14.2.1 The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.

14.2.2 The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

14.2.3 If not already tasked to the H&S Officer appointed in terms of Construction Regulation 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

### 14.3 **Training**

14.3.1 The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

### 14.4 *General Induction Training*

14.4.1 All employees of the Principal and other Contractors must be in possession of proof of General Induction training.

### 14.5 *Site Specific Induction Training*

14.5.1 All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

## 14.6 *Other Training*

14.6.1 All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

14.6.2 All legal appointees in terms of the Act and Regulations must be in possession of valid proof of training as follows:

14.6.3 Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):

| | |
|---|---|
| 14.6.3.1 | General Induction (Section 8 of the Act) |
| 14.6.3.2 | Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act) |
| 14.6.3.3 | Site/Project Manager |
| 14.6.3.4 | Construction Supervisor |
| 14.6.3.5 | OH&S Representatives (Section 18 (3) of the Act) |
| 14.6.3.6 | Training of the Appointees indicated in 12.6.1 & 12.6.2 above |
| 14.6.3.7 | Operation of Cranes (Driven Machinery Regulations 18 (11) |
| 14.6.3.8 | Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21) |
| 14.6.3.9 | Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 27) |
| 14.6.3.10 | As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3) |
| 14.6.3.11 | Storekeeping Methods & Safe Stacking (Construction Regulation 26) |
| 14.6.3.12 | Emergency, Security and Fire Co-coordinator |

## *14.7 **Accident and Incident Investigation***

14.7.1 The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9).

14.7.2 The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9).

14.7.3 The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and

keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

14.7.4 The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

14.7.5 Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

14.8 **H&S Representatives (SHE-Reps – 'safety, health & environment') and H&S Committees**: ***Designation of H&S Representatives ('SHE – Reps')***

14.8.1 Where the Principal Contractor employs more that 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7).

14.8.2 H&S Representatives have to be designated in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

14.9 ***Duties and Functions of the H&S Representatives***

14.9.1 The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee.

14.9.2 H&S Representatives must be included in and be part of accident/incident investigations.

14.9.3 H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

14.10 ***Establishment of H&S Committee(s)***

14.10.1 The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.

14.10.2 The H&S Committee must meet minimum monthly and consider, at least, the following Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

14.10.3 ***Agenda*:**

14.10.3.1 Opening and determining of chairmanship (only when necessary)
14.10.3.2 Minutes of Previous Minutes;
14.10.3.3 Observations;
14.10.3.4 Program and Safety considerations;
14.10.3.5 Hygiene;
14.10.3.6 Housekeeping improvement;
14.10.3.7 Incidents & Accidents / Injuries
14.10.3.7.1 Registers:
14.10.3.7.1.1 H&S Rep. Inspections;
14.10.3.7.1.2 Matters of First Aid;
14.10.3.7.1.3 Scaffolding;
14.10.3.7.1.4 Ladders;
14.10.3.7.1.5 Excavations;
14.10.3.7.1.6 Mobile plant and machinery;
14.10.3.7.1.7 Portable Electric Equipment;
14.10.3.7.1.8 Fire Equipment
14.10.3.7.1.9 Explosive Power Tools;
14.10.3.7.1.10 Power Hand tools;
14.10.3.7.1.11 Incident! Report Investigation;
14.10.3.7.1.12 Pressure Vessels;
14.10.3.7.1.13 Personal Protective Equipment.
14.10.3.8 Safety performance Evaluations
14.10.3.9 Education & Safety promotion program;
14.10.3.10 First Aid Officials and training in First Aid;
14.10.3.11 Demarcation of work- /hazardous-/safe areas/walkways;
14.10.3.12 Posters and signage;
14.10.3.13 Environmental preservation and conservation;
14.10.3.14 Specific training programmes;
14.10.3.15 General
14.10.3.16 Date of Next Meeting
14.10.3.17 Closing

## 15 PROJECT/SITE SPECIFIC REQUIREMENTS

15.1 The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

15.2 Clearing & Grubbing of the Area/Site

15.3 Site Establishment including:
- 15.3.1 Office/s
- 15.3.2 Secure/Safe Storage and storage areas for materials, plant & equipment
- 15.3.3 Ablution facilities
- 15.3.4 Sheltered dining area
- 15.3.5 Accommodation facilities
- 15.3.6 Vehicle access to the site

15.4 Dealing with existing Structures (.i.e. demolition)

15.5 Location of existing Services

15.6 Installation & Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment

15.7 Adjacent Land uses/Surrounding property exposures

15.8 Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)

15.9 Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.

15.10 Exposure to Noise

15.11 Exposure to Vibration

15.12 Exposure to dust (*i.e. cement dust, etc)*

15.13 Protection against dehydration and heat exhaustion

15.14 Protection from wet & cold conditions

15.15 Dealing with HIV/Aids and other diseases as per specific programme provided by the client and/or its Agent on its behalf.

15.16 Use of Portable Electrical Equipment including:
- 15.16.1 Angle grinder
- 15.16.2 Electrical Drilling machine
- 15.16.3 Skill saw

15.17 Excavations including:
- 15.17.1 Ground/soil conditions
- 15.17.2 Trenching
- 15.17.3 Shoring
- 15.17.4 Drainage
- 15.17.5 Daily inspections

15.18 Welding including:
- 15.18.1 Arc Welding
- 15.18.2 Gas welding
- 15.18.3 Flame Cutting
- 15.18.4 Use of LP Gas torches and appliances

15.19 Loading & Offloading of Trucks;

15.20 Aggregate/Sand and other Materials Delivery;

15.21 Manual and Mechanical Handling of heavy materials;

15.22 Lifting and Lowering Operations;

15.23 Driving & Operation of Construction Vehicles and Mobile Plant including:

15.23.1 Trenching machine
15.23.2 Excavator
15.23.3 Bomag Roller
15.23.4 Saw cutter
15.23.5 Plate Compactor
15.23.6 Front End Loader
15.23.7 Tipper Trucks
15.23.8 Mobile Cranes and the ancillary lifting tackle
15.23.9 Parking of Vehicles & Mobile Plant
15.23.10 Towing of Vehicles & Mobile Plant

15.24 Use and Storage of Flammable Liquids and other Hazardous Substances – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project;

15.25 Layering and Bedding of trench floor;

15.26 Installation of Pipes in trenches;

15.27 Backfilling of Trenches

15.28 Protection against Flooding

15.29 Gabion work

| **OHS Act Section/ Regulation** | 2.1.1.1 Subject | ***Requirements*** |
|---|---|---|
| Construction Regulation 3 | **Notice of carrying out Construction work** | Department of Labour notified<br>Copy of Notice available on Site |
| General Admin. Regulation 4 | ***Copy of OH&S Act (Act 85 of 1993)** | Updated copy of Act & Regulations on site.<br>Readily available for perusal by employees. |
| COID Act Section 80 | ***Registration with Compensation Insurer** | Written proof of registration/Letter of good standing available on Site |
| Construction. Regulation 4 & 5(1) | **H&S Specification & Programme** | H&S Spec received from Client and/or its Agent on its behalf<br>OH&S programme developed & Updated regularly |
| Section 8(2)(d) Construction Regulation 7 | ***Hazard Identification & Risk Assessment** | Hazard Identification carried out/Recorded<br>Risk Assessment and – Plan drawn up/Updated<br>RA Plan available on Site<br>Employees/Sub-Contractors informed/trained |
| Section 16(2) | ***Assigned duties (Managers)** | Responsibility of complying with the OH&S Act assigned to other person/s by CEO. |
| Construction Regulation 6(1) | **Designation of Person Responsible on Site** | Competent person appointed in writing as Construction Supervisor with job description |
| Construction Regulation 6(2) | **Designation of Assistant for above** | Competent person appointed in writing as Assistant Construction Supervisor with job description |
| Section 17 & 18 General Administrative Regulations 6 & 7 | ***Designation of Health & Safety Representatives** | More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof.<br>Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7<br>Meaningful H&S Rep. reports.<br>Reports actioned by Management. |
| Section 19 & 20 General Administrative Regulations 5 | ***Health & Safety Committee/s** | H&S Committee/s established.<br>All H&S Reps shall be members of H&S Committees<br>Additional members are appointed in writing.<br>Meetings held monthly, Minutes kept. |

| | | |
|---|---|---|
| | | Actioned by Management. |
| Section 37(1) & (2) | ***Mandatory Agreements with (Sub-)Contractors** | Written agreement with (Sub-)Contractors<br>List of (Sub-) Contractors displayed.<br>Proof of Registration with Compensation Insurer/Letter of Good Standing<br>Construction Supervisor designated<br>Written arrangements re.<br>H&S Reps & H&S Committee<br>Written arrangements re. First Aid |
| Section 24 & General Admin. Regulation 8<br>COID Act Sect.38, 39 & 41 | ***Reporting of Incidents (Dept. of Labour)** | Incident Reporting Procedure displayed.<br>All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf<br>Cases of Occupational Disease Reported<br>Copies of Reports available on Site<br>Record of First Aid injuries kept |
| General Admin. Regulation 9 | ***Investigation and Recording of Incidents** | All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing.<br>Copies of Reports (Annexure 1) available on Site<br>Tabled at H&S Committee meeting<br>Action taken by Site Management. |

15.30 Use of Explosives - the client and/or its Agent on its behalf to be informed of this prior to commencing of the project;

15.31 Protection from Overhead Power Lines;

15.32 As discovered by the Principal Contractor's hazard identification exercise;

15.33 As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site

15.34 As discovered from any accident/incident investigation.

**16 The following are in particular requirements depending on scope of works and will form a basis for compliance audits.**

16.1 Administrative & Legal Requirements
16.2 Education, Training & Promotion
16.3 Public Safety & Emergency Preparedness
16.4 Personal Protective Equipment
16.5 Housekeeping
16.6 Working at heights
16.7 Scaffolding, Formwork & Support work
16.8 Ladders
16.9 Electrical Safeguarding
16.10 Emergency/Fire Prevention & Protection
16.11 Excavations & Demolition

16.12 Tools
16.13 Cranes
16.14 Personnel & Material Hoists
16.15 Transport & Materials Handling
16.16 Site Plant & Machinery
16.17 Plant & Storage Yards/Site Workshops Specifics
16.18 Health & Hygiene

## 17. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

### 17.1 ADMINISTRATIVE & LEGAL REQUIREMENTS

| OHS Act Section/ Regulation | Subject | Requirements |
|---|---|---|
| Construction Regulation 8 | **Fall Prevention & Protection** | Competent person appointed to draw up and supervise the Fall Protection Plan<br>Proof of appointees competence available on Site<br>Risk Assessment carried out for work at heights<br>Fall Protection Plan drawn up/updated & Available on Site |
| Construction. Regulation 8(5) | **Roof work** | Competent person appointed to plan & supervise Roof work.<br>Proof of appointees competence available on Site<br>Risk Assessment carried out<br>Roof work Plan drawn up/updated<br>Roof work inspect before each shift. Inspection register kept<br>Employees medically examined for physical & psychological fitness. Written proof on site |
| Construction. Regulation 9 | **Structures** | Information re. the structure being erected received from the Designer including:<br>- geo-science technical report where relevant<br>- the design loading of the structure<br>- the methods & sequence of construction<br>- anticipated dangers/hazards/special measures to construct safely<br>Risk Assessment carried out<br>Method statement drawn up<br>All above available on Site<br>Structures inspected before each shift. Inspections register kept |
| Construction. Regulation 10 | **Formwork & Support work** | Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork<br>Design drawings available on site<br>Risk Assessment carried out |

| | | |
|---|---|---|
| | | Support & Formwork inspected:<br>- before use/inspection<br>- before pouring of concrete<br>- weekly whilst in place<br>- before stripping/dismantling.<br>- Inspection register kept |
| Construction. Regulation 14 | **Scaffolding** | Competent persons appointed in writing to:<br>- erect scaffolding (Scaffold Erector/s)<br>- act as Scaffold Team Leaders<br>- inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s)<br>Written Proof of Competence of above appointees<br>available on Site<br>Copy of SABS 085 available on Site<br>Risk Assessment carried out<br>Inspected weekly/after bad weather. Inspection register/s kept |
| Construction. Regulation 15 | **Suspended Platforms** | Competent persons appointed in writing to:<br>- control the erection of Suspended platforms<br>- act as Suspended platforms Team Leaders<br>- inspect Suspended Scaffolding weekly and after inclement weather<br>Risk Assessment conducted<br>Certificate of Authorisation issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour<br>The following inspections of the whole installation carried out by a competent person<br>- after erection and before use<br>- daily prior to use. Inspection register kept<br>The following tests to be conducted by a competent person:<br>- load test of whole installation and working parts every three months<br>- hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept<br>Employees working on Suspended Platform medically examined for physical & psychological fitness. Written proof available |

| **OHS Act Section/ Regulation** | **Subject** | **Requirements** |
|---|---|---|
| Construction. Regulation 11 | **Excavations** | Competent person/s appointed in writing to supervise and inspect excavation work<br>Written Proof of Competence of above appointee/s available on Site<br>Risk Assessment carried out<br>Inspected:<br>- before every shift |

| | | |
|---|---|---|
| | | - after any blasting<br>- after an unexpected fall of ground<br>- after any substantial damage to the shoring<br>- after rain. Inspections register kept<br>Method statement developed where explosives will be/ are used |
| Construction. Regulation 12 | **Demolition Work** | Competent person/s appointed in writing to supervise and control Demolition work<br>Written Proof of Competence of above appointee/s available on Site<br>Risk Assessment carried out<br>Engineering survey and Method Statement available on Site<br>Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept |
| Construction. Regulation 17 | **Materials Hoist** | Competent person appointed in writing to inspect the Material Hoist<br>Written Proof of Competence of above appointee available on Site.<br>Materials Hoist to be inspected weekly by a competent person. Inspections register kept. |
| Construction. Regulation 19 | **Explosive Powered Tools** | Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above<br>Empty cartridge cases/nails/fixing bolts returns recorded<br>Cleaned daily after use **Work areas are demarcated!** |
| Construction. Regulation 18 | **Batch Plants** | Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above<br>Risk Assessment carried out<br>Batch Plant to be inspected weekly by a competent person. Inspections register kept |
| Construction. Regulation 20/ Driven Machinery Regulations 18 & 19 | **Cranes & Lifting Machines Equipment** | Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment<br>Written Proof of Competence of above appointee available on Site.<br>Cranes & Lifting tackle identified/numbered<br>Register kept for Lifting Tackle<br>Log Book kept for each individual Crane<br>Inspection: - All cranes - **daily by operator**<br>- Tower Crane/s - **after erection/6monthly**<br>- Other cranes - **annually by comp. person**<br>- Lifting tackle(slings/ropes/chain slings etc.)<br>- daily or before every new application |

| | | |
|---|---|---|
| Construction.<br><br>Regulation 22/<br><br>Electrical<br><br>Machinery<br><br>Regulations 9<br><br>& 10/<br><br>Electrical<br><br>Installation<br><br>Regulations | ***Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)** | Competent person appointed in writing to inspect/test the installation and equipment.<br>Written Proof of Competence of above appointee available on Site.<br>Inspections:<br>- Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept<br>Portable electric tools, electric lights and extension leads must be uniquely identified/ numbered.<br>Weekly visual inspection by User/Issuer/Store man. Register kept. |
| Construction Regulation 26/ General Safety Regulation 8(1)(a) | ***Designation of Stacking & Storage Supervisor**. | Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage<br>Written Proof of Competence of above appointee available on Site |

| **OHS Act Section /Regulation** | **Subject** | **Requirements** |
|---|---|---|
| Construction. Regulation 27/ Environmental Regulation 9 | ***Designation of a Person to<br><br>Co-ordinate Emergency Planning<br><br>And Fire Protection** | Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures<br>Emergency Evacuation Plan developed:<br>- Drilled/Practiced<br>- Plan & Records of Drills/Practices available on Site<br>Fire Risk Assessment carried out<br>All Fire Extinguishing Equipment identified and on ***register***.<br>Inspected weekly. Inspection Register kept<br>Serviced annually |
| General Safety Regulation 3 | ***First Aid** | Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)<br>First Aid freely available<br>Equipment as per the list in the OH&S Act.<br>One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)<br>List of First Aid Officials and Certificates<br>Name of person/s in charge of First Aid box/es displayed. |

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| | | Location of First Aid box/es clearly indicated.<br>Signs instructing employees to report all Injuries/illness including first aid injuries |
| General Safety Regulation 2 | **Personal Safety Equipment (PSE)** | PSE Risk Assessment carried out<br>Items of PSE prescribed/use enforced<br>Records of Issue kept<br>Undertaking by Employee to use/wear PSE<br>PSE remain property of Employer, not to be removed from premises GSR 2(4) |
| General Safety Regulation 9 | ***Inspection & Use of Welding/Flame Cutting Equipment** | Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment<br>Written Proof of Competence of above appointee available on Site<br>All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately<br>Equipment identified/numbered and entered into a register<br>Equipment inspected weekly. Inspection Register kept<br>Separate, purpose made storage available for full and empty vessels |
| Hazardous Chemical Substances **(HCS)** Regulations Construction Regulation 23 | ***Control of Storage & Usage of HCS and Flammables** | Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of **HCS** (including Flammables)<br>Written Proof of Competence of above appointee available on Site<br>Risk Assessment carried out<br>Register of HCS kept/used on Site<br>Separate, purpose made storage available for full and empty containers |
| Vessels under Pressure Regulations | **Vessels under Pressure (VUP)** | Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's<br>Written Proof of Competence of above appointee available on Site<br>Risk Assessment carried out<br>Certificates of Manufacture available on Site<br>Register of VUP's on Site<br>Inspections & Testing by Approved Inspection Authority (AIA):<br>- after installation/re-erection or repairs<br>- every 36 months.<br>- Register/Log kept of inspections, tests. Modifications & repair |

| **OHS Act Section /Regulation** | **Subject** | **Requirements** |
|---|---|---|
| Construction | **Constructio** | Operators/Drivers appointed to: |

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| Regulation 21 | **n Vehicles & Earth Moving Equipment** | - Carry out a daily inspection prior to use<br>- Drive the vehicle/plant that he/she is competent to operate/drive<br>Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept |
| General Safety Regulation 13A | ***Inspection of Ladders** | Competent person appointed in writing to inspect Ladders<br>Ladders inspected at arrival on site and weekly there after. Inspections register kept<br>Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register |
| General Safety regulation 13B | **Ramps** | Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept. Daily inspected and noted in register |

## 17.1 **EDUCATION & TRAINING**

| Subject | Requirement |
|---|---|
| ***Company OH&S Policy Section 7(1) | Policy signed by CEO and published/Circulated to Employees<br>Policy displayed on Employee Notice Boards<br>Management and employees committed. |
| ***Company/Site OH&S Rules<br>(Section 13(a) | Rules published<br>Rules displayed on Employee Notice Boards<br>Rules issued and employees effectively informed or trained: written proof<br>Follow-up to ensure employees understand/adhere to the policy and rules. |
| ***Induction & Task Safety Training<br>(Section 13(a) | All new employees receive OH&S Induction Training.<br>Training includes Task Safety Instructions.<br>Employees acknowledge receipt of training.<br>Follow-up to ensure employees understand/adhere to instructions. |
| ***General OH&S Training<br>(Section 13(a) | All current employees receive specified OH&S training: written proof<br>Operators of Plant & Equipment receive specified training<br>Follow-up to ensure employees understand/adhere to instructions. |
| ***Occupational Health & Safety Promotion | <u>Incident Experience Board indicating e.g.</u><br>* No. of hours worked without an Injury<br>* No. of days worked without an Injury<br>Mission, Vision and Goal<br>Star Grading - Board kept up to date.<br>Safety Posters displayed & changed regularly<br>Employee Notice Board for OH&S Notices.<br>Site OH&S Competition.<br>Company OH&S Competition.<br>Participation in Regional OH&S Competition |

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|---|---|
| | Suggestion scheme. |

## 17.2 PUBLIC SAFETY, SECURITY MEASURES & EMERGENCY PREPAREDNESS

| ***Subject*** | Requirement |
|---|---|
| ***Notices &Signs** | Notices & Signs at entrances / along perimeters indicating **"No Unauthorised Entry".**<br>Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. **"Visitors to report to Office"**<br>Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. **General Warning Signs** |
| *Site Safeguarding | Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site. |
| ***Security Measures** | Access control measures/register in operation<br>Security patrols after hours during weekends and holidays<br>Sufficient lighting after dark<br>Guard has access to telephone/ mobile/other means of emergency communication |
| ***Emergency Preparedness** | Emergency contact numbers displayed and made available to Security & Guard<br>Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards)<br>Emergency contingency plan available on site/in yard<br>Doors open outwards/unobstructed<br>Emergency alarm audible all over (including in toilets) |
| *Emergency Drill & Evacuation | Adequate No. of employees trained to use Fire Fighting Equipment.<br>Emergency Evacuation Plan available displayed and practiced.<br>**(See Section 1 for Designation & Register)** |

## 17.3 PERSONAL PROTECTIVE EQUIPMENT

| Subject | Requirement |
|---|---|
| ***PPE needs analysis** | Need for PPE identified and prescribed in writing.<br>PPE remain property of Employer, not to be removed from premises GSR 2(4) |
| ***Head Protection** | All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed) |
| ***Foot Protection** | All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work.<br>Visitors to wear same upon request or where prescribed |
| ***Eye and Face Protection** | Eye and Face (also Hand and Body) Protection (Goggles, Face Shields, Welding Helmets etc.) used when operating the following:<br>* Jack/ Kango Hammers |

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| | * Angle / Bench Grinders<br>* Electric Drills (Overhead work into concrete / cement / bricks<br>* Explosive Powered tools<br>* Concrete Vibrators / Pokers<br>* Hammers & Chisels<br>* Cutting / Welding Torches<br>* Cutting Tools and Equipment<br>* Guillotines and Benders<br>* Shears<br>* Sanders and Sanding Machines<br>* CO2 and Arc Welding Equipment<br>* Skill / Bench Saws<br>* Spray Painting Equipment etc. |
| ***Hearing Protection** | Hearing Protectors (Muffs, Plugs etc.) used when operating the following:<br>* Jack / Kango Hammers<br>* Explosive Powered Tools<br>* Wood/Aluminium Working Machines e.g. saws, planers, routers |
| ***Hand Protection** | Protective Gloves worn by employees handling / using:<br>* Cement / Bricks / Steel / Chemicals<br>* Welding Equipment<br>* Hammers & Chisels<br>* Jack / Kango Hammers etc. |
| ***Respiratory Protection** | Suitable/efficient prescribed Respirators worn correctly by employees handling / using:<br>* Dry cement<br>* Dusty areas<br>* Hazardous chemicals<br>* Angle Grinders<br>* Spray Painting etc. |
| ***Fall Prevention Equipment** | Suitable Safety Belts / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.:<br>* Scaffolding<br>* Riggers<br>* Lift shafts<br>* Edge work<br>* Ring beam edges etc.<br>Other methods of fall prevention applied e.g. catch nets |
| ***Protective Clothing** | All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn. |
| ***PPE Issue & Control** | Identified Equipment issued free of charge.<br>All PPE maintained in good condition. (Regular checks).<br>Workers instructed in the proper use & maintenance of PPE.<br>Commitment obtained from wearer accepting conditions and to wear the PPE.<br>Record of PPE issued kept on H&S File.<br>PPE remain property of Employer, not to be removed from premises GSR 2(4) |

## 17.4 HOUSEKEEPING

| Subject | Requirement |
|---|---|
| *Scrap Removal System | All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily)<br>Scrap/Waste removal from heights by chute/hoist/crane.<br>Nothing thrown/swept over sides.<br>Scrap disposed of in designated containers/areas<br>Removal from site/yard on a regular basis. |
| Stacking & Storage<br><br>**(See Section 1 for Designation & Register)** | Stacking:<br>* Stable, on firm level surface/base.<br>* Prevent leaning/collapsing<br>* Irregular shapes bonded<br>* Not exceeding 3x the base<br>* Stacks accessible<br>* Removal from top only.<br>Storage:<br>* Adequate storage areas provided.<br>* Functional – e.g. demarcated storage areas/racks/bins etc.<br>* Special areas identified and demarcated e.g. flammable gas, cement etc.<br>* Neat, safe, stable and square.<br>* Store/storage areas clear of superfluous material.<br>* Storage behind sheds etc. neat/under control.<br>* Storage areas free from weeds, litter etc. |
| *Waste Control/ Reclamation | Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas.<br>All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber).<br>Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored. |
| Sub-contractors (Housekeeping) | Sub-contractors are required to comply with Housekeeping requirements. |

## 17.5 WORKING AT HEIGHTS (INCLUDING ROOF WORK)

| Subject | Requirement |
|---|---|
| Openings | Unprotected openings adequately guarded/fenced/barricaded/catch nets installed |

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|---|---|
| Roofing | Roof work discontinued when bad/hazardous weather<br>Fall protection measures (including warning notices) when working close to edges or on fragile roofing material<br>Covers over openings in roof of robust construction/secured against displacement |

## 17.6 SCAFFOLDING / FORMWORK / SUPPORT WORK

| Subject | Requirement |
|---|---|
| Access/System Scaffolding | Foundation firm / stable<br>Sufficient bracing.<br>Tied to Structure/prevented from side or cross movement<br>Platform boards in good condition/sufficient/secured.<br>Handrails and toe boards provided.<br>Access ladders / stairs provided.<br>Area/s under scaffolding tidy.<br>Safe/unsafe for use signs<br>Complying with OH&S Act/SABS 085 |
| Free Standing Scaffolding | Foundation firm / stable<br>Sufficient bracing.<br>Platform boards in good condition/sufficient/secured.<br>Handrails and toe boards provided.<br>Access ladders / stairs provided.<br>Area/s under scaffolding tidy.<br>Safe/unsafe for use signs<br>Height to base ratio correct<br>Outriggers used /tied to structure where necessary<br>Complying with OH&S Act/SABS 085 |
| *****Mobile Scaffolding | Foundation firm / stable<br>Sufficient bracing.<br>Platform boards in good condition/sufficient/secured.<br>Handrails and toe boards provided.<br>Access ladders / stairs provided.<br>Area/s under scaffolding tidy.<br>Safe/unsafe for use signs |
| *****Mobile Scaffolding | Wheels / swivels in good condition<br>Brakes working and applied.<br>Height to base ratio correct.<br>Outriggers used where necessary<br>Complying with OH&S Act/SABS 085 |
| Suspended Scaffolding | Outriggers securely supported and anchored.<br>Correct No. of steel wire ropes used.<br>Platform as close as possible to the structure.<br>Handrails on all sides<br>All winches / ropes / cables / brakes inspected regularly and replaced as prescribed<br>Scaffolding complies with OHS Act (Act 85/93)<br>Winch(es) maintained by competent person(s) |
| Formwork / Support Work | All components in good condition.<br>Foundation firm / stable.<br>Adequate bracing / stability ensured. |

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| | Good workmanship / uprights straight and plumb.<br>Good cantilever construction.<br>Safe access provided.<br>Areas under support work tidy.<br>Same standards as for system scaffolding. |
| Special Scaffolding | Special Scaffolding e.g. Cantilever, Jib and Truss-out scaffolds erected to an acceptable standard and inspected by specialists. |
| Edges & Openings | Edges barricaded to acceptable standards.<br>Manhole openings covered / barricaded.<br>Openings in floor / other openings covered, barricaded/fenced.<br>Stairs provided with handrails.<br>Lift shafts barricaded / fenced off. |

## 17.7 **LADDERS**

| Subject | Requirement |
|---|---|
| ***Physical Condition / Use & Storage | Stepladders - hinges/stays/braces/stiles in order.<br>Extension ladders - ropes/rungs/stiles/safety latch/hook in order.<br>Extension / Straight ladders secured or tied at the bottom / top.<br>No joined ladders used<br>Wooden ladders are never painted except with varnish<br>Aluminium ladders NOT to be used with electrical work<br>All ladders stored on hooks / racks and not on ground.<br>Ladders protrude 900 mm above landings / platforms / roof.<br>Fixed ladders higher than 5 m have cages/Fall arrest system |

## 17.8 **ELECTRICAL INSTALLATIONS AND SAFEGUARDING**

| Subject | Requirement |
|---|---|
| ***Electrical Distribution Boards & Earth Leakage | Colour coded / numbered / symbolic sign displayed.<br>Area in front kept clear and unobstructed.<br>Fitted with inside cover plate / openings blanked off / no exposed "live" conductors / terminals/Door kept close<br>Switches / circuit breakers identified.<br>Earth leakage protection unit fitted and operating.<br>Tested with instrument: Test results within 15 – 30 milliamps<br>Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door<br>Apertures and openings used for extension leads to be protected against the elements and especially rain |
| ***Electrical Installations & Wiring | Temporary wiring / extension leads in good condition / no bare or exposed wires.<br>Earthing continuity / polarity correct:<br>**Looking at the open connectors to connect the wiring, the word "Brown" has the letter 'R' in it, so the b'R'own wire connects to the 'R'ight hand connector. "Blue" has the letter 'L' in it, so the b'L'ue wire connects to the 'L'eft hand connector.**<br>Cables protected from mechanical damage and moisture. |

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| | Correct loading observed e.g. no heating appliance used from lighting circuit etc.<br>Light fittings/lamps protected from mechanical damage/moisture.<br>Cable arrestors in place and used inside plugs |
| ***Physical condition of Electrical Appliances & Tools | Electrical Equipment and Tools: (includes all items plugging in to a 16 Amp supply socket)<br>Insulation / casing in good condition.<br>Earth wire connected/intact where not of double insulated design<br>Double insulation mark indicates that no earth wire is to be connected.<br>Cord in good condition/no bare wires/secured to machine & plug.<br>Plug in good condition, connected correctly and correct polarity. |

## 17.9 EMERGENCY, FIRE PREVENTION AND PROTECTION

| Subject | Requirement |
|---|---|
| ***Fire Extinguishing Equipment | Fire Risks Identified and on record<br>The correct and adequate Fire Extinguishing Equipment available for:<br>* Offices<br>* General Stores<br>* Flammable Store<br>* Fuel Storage Tank/s and catchment well<br>* Gas Welding / Cutting operations<br>* Where flammable substances are being used / applied.<br>* Equipment Easily Accessible |
| ***Maintenance | Fire equipment checked minimum monthly, serviced yearly |
| ***Location & Signs | Fire Extinguishing Equipment:<br>* Clearly visible<br>* Unobstructed<br>* Signs posted including “No Smoking” / “No Naked Lights” where required. (Flammable store, Gas store, Fuel tanks etc.) |

| Subject | Requirement |
|---|---|
| * Storage Issue & Control of Flammables (incl. Gas cylinders | Storage Area provided for flammables with suitable doors, ventilation, bund etc.<br>Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied<br>Only sufficient quantities issued for one task or one day’s usage<br>Separate, special gas cylinder store/storage area.<br>Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated.<br>Types of Gas Cylinders clearly identified as well as the storage area and stored separately.<br>Full cylinders stored separately from empty cylinders. |

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| | All valves, gauges, connections, threads of all vessels to be checked regularly for leaks.<br>Leaking acetylene vessels to be returned to the supplier **IMMEDIATELY**. |
| ***Storage, Issue & Control of Hazardous Chemical Substances (HCS) | HCS storage principles applied: products segregated<br>Only approved, non-expired HCS to be used<br>Only the prescribed PPE shall be used as the minimum protection<br>Provision made for leakage/spillage containment and ventilation<br>Emergency showers/eye wash facilities provided<br>HCS under lock & key controlled by designated person<br>Decanted/issued in containers as prescribed with information/warning labels<br>Disposal of unwanted HCS by accredited disposal agent<br>No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site<br>All vessels or containers to be regularly checked for leaks |

17.10 **EXCAVATIONS**

| Subject | Requirement |
|---|---|
| Excavations deeper than<br>1.5 m. | Shored / Braced to prevent caving / falling in.<br>Provided with an access ladder.<br>Excavations guarded/barricaded/lighted after dark in public areas<br>Soil dumped at least 1 m away from edge of excavation<br>On sloping ground soil dumped on lower side of excavation<br>All excavations are subject to daily inspections |

17.11 **TOOLS**

| Subject | Requirement |
|---|---|
| ***Hand Tools | <u>Shovels / Spades / Picks:</u><br>* Handles free from cracks and splinters<br>* Handles fit securely<br>* Working end sharp and true<br><u>Hammers:</u><br>* Good quality handles, no pipe or reinforcing steel handles.<br>* Handles free from cracks and splinters<br>Handles fit securely<br><u>Chisels:</u><br>* No mushroomed heads / heads chamfered<br>* Not hardened<br>* Cutting edge sharp and square<br><u>Saws:</u><br>* Teeth sharp and set correctly<br>* Correct saw used for the job |
| ***Explosive Powered Tools. | Only used by trained / authorised personnel.<br>Prescribed warning signs placed / displayed where tool is in use. |

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| | Work area must be properly isolated/ demarcated during use of tool.<br>Inspected at least monthly by competent person and results recorded.<br>Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded.<br>Cleaned daily after use. |

17.12 **CRANES**

| Subject | Requirement |
|---|---|
| Tower Crane | Only operated by trained authorised operator with valid certificate of training<br>Structure - no visible defects<br>Electrical installation good/safe<br>Crane hook: Throat pop marked/safety latch fitted/functional<br>SWL/MML displayed<br>Limit switches with backup switches fitted/operational<br>Access Ladder fitted with backrests/Fall arrest system installed<br>Lifting tackle in good condition/inspection colour coding<br>Lifting tackle checked daily |
| ***Mobile Crane | Only operated by trained authorised operator with valid certificate of training<br>Rear view mirrors<br>Windscreen visibility good<br>Windscreen wipers operating effectively<br>Indicators operational<br>Hooter working<br>Tyres safe/sufficient tread/pressure visibly sufficient<br>No missing Wheel nuts<br>Headlights, taillights operational<br>Reverse alarm working and audible and known by all employees<br>Grease nipples and grease on all joints<br>No Oil leaks<br>Hydraulic pipes visibly sound/no leaks<br>No corrosion on Battery terminals<br>Boom visibly in good condition/no apparent damage<br>Cable/sheaves greased/no visible damage/split wires/corrosion and checked daily<br>Brakes working properly<br>Crane hook: Throat pop marked/safety latch fitted/functional<br>SWL/MML displayed<br>By-pass valves operational<br>Deflection chart displayed/visible to operator/driver<br>Outriggers functional used |
| ***Gantry Crane** | Only operated by trained authorised persons<br>Correct slinging techniques used<br>Recognised/displayed on chart signals used<br>Log book kept/up to date |

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|---|---|
| | Prescribed inspections conducted on crane &lifting tackle and checked daily<br>"Crane overhead" signage, where applicable<br>Crane hook: Throat pop marked/safety latch fitted/functional<br>SWL/MML displayed/load limiting switches fitted/operational |

## 14.14 BUILDER'S HOIST

| Subject | Requirement |
|---|---|
| Builder's Hoist | **"Hoist In Operation"** - sign displayed.<br>General construction strong and free from patent defects.<br>Tower: * Adequately secured / braced.<br>* At least 900 mm available for over travel.<br>* Barricaded at least 2 100 mm high at ground level and floors.<br>* Landing place provided with gate at least 1 800 high.<br>Platform: * No persons conveyed on platform<br>* Steel wire ropes with breaking strength of six times max. load.<br>* Signal systems used which may include two way radio connection.<br>* Goods prevented from moving / falling off.<br>* Effective brake capable of stopping and holding max. load. |

## 14.15 TRANSPORT & MATERIALS HANDLING EQUIPMENT

| Subject | Requirement |
|---|---|
| *Site Vehicles | All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator.<br>Inventory of vehicles used/operated on site<br>Inspection by means of a checklist / results recorded.<br>No persons riding on equipment not designed or designated for passengers.<br>Site speed limit posted, enforced and not exceeded.<br>Drivers / Operators trained / licensed and carrying proof.<br>No unauthorised persons allowed driving / operating equipment. |
| Conveyors | Conveyor belt nip points and drive gear guarded.<br>Emergency stop/lever/brake fitted, clearly marked & accessible and tested to be functional under full load. |

## 14.16 SITE PLANT AND MACHINERY

| Subject | Requirement |
|---|---|
| Brick Cutting Machine | Operator Trained.<br>Only authorised persons use the machine.<br>Emergency stop switch clearly marked and accessible.<br>Area around the machine dry and slip/trip free/clear of off-cuts<br>All moving drive parts guarded/electrical supply cable protected<br>Operator using correct PPE - eye/face/hearing/foot/hands/body. |

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| ***Electric Arc Welder** | Welder Trained.<br>Only authorised / trained persons use welder.<br>Earth cable adequately earthed to work.<br>Electrode holder in good condition/safe<br>Cables, clamps & lugs/connectors in good condition.<br>Area in which welding machine is used is dry/protected from wet.<br>Welder using correct PPE - eye/ face/foot/body/respirator.<br>Correct transparent screens & warning signs placed |
| ***Woodworking Machines** | Operators Trained.<br>Only authorised persons use machines.<br>Provided with guards.<br>Guards used.<br>Operators using correct PPE - eye/face/feet/hearing<br>Circular saws strictly operated according to prescribed methods and settings<br>Only prescribed saw blades (cross-cut, ripping blade, smooth cut, aluminium) shall be used for various applications |
| ***Compressors** | Relief valves correctly set and locked / sealed.<br>Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover.<br>All drives adequately guarded.<br>Receiver/lines drained daily<br>Hoses good condition/clamped, not wired<br>Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin |
| Concrete Mixer / Batch Plant | Top platform provided with guardrails.<br>Dust abatement methods in use.<br>Operators using correct PPE - eye / hands / respirators.<br>All moving drive parts guarded.<br>Emergency stops identified / indicated and accessible.<br>Area kept clean/dry/and free from tripping and slipping hazards.<br>Operators' overseer identified and crane signals displayed and used. |
| ***Gas Welding / Flame Cutting Equipment** | Only authorised/trained persons use the equipment.<br>Torches and gauges in good condition.<br>Flashback arrestors fitted at cylinders and gauges.<br>Hoses in good condition/correct type/all connections with clamps<br>Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure.<br>All cylinders regularly checked for leaks, leaking cylinders returned immediately<br>Fire prevention/control methods applied/hot work permits |

## 14.17 PLANT & STORAGE YARDS/SITE WORKSHOPS SPECIFICS

| Subject | Requirements |
|---|---|
| Section 8(2)(1)<br>General Machinery Regulation 2(1): | Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery<br>Critical items of Machinery identified/numbered/placed on register/inventory |

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| **Supervision of the Use & Maintenance of Machinery** | Inspection/maintenance schedules for abovementioned<br>Inspections/maintenance carried out to above schedules<br>Results recorded |
| General Machinery Regulation 9(2): **Notices re. Operation of Machinery** | Schedule D Notice posted in Work areas |
| Vessels under Pressure Regulation 13(1)(b): **Supervision of the Use & Maintenance of Vessels under Pressure (VuP)** | Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of VuP's<br>VuP's identified/numbered/placed on register/Manufacturers plate intact<br>Inspection/maintenance schedules for abovementioned<br>Inspections/maintenance carried out to above schedules<br>Results recorded/Test certificates available |

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|---|---|
| Lock-out Procedure | Lock-out procedure in operation |
| Ergonomics | Ergonomics survey conducted – results on record<br>Survey results applied |
| Demarcation & Colour Coding | Demarcation principles applied<br>All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SABS standard<br>Employees trained to identify colour coding |
| Portable & Bench Grinders | Area around grinder clear/trip/slip free<br>Bench grinders mounted securely/grinder generally in good condition/No excessive vibration<br>On/Off switch/button clearly demarcated/accessible<br>Adequate guards in place<br>Tool rest – secure/square/max. 2 mm gap, perpendicular to drive shaft<br>Stone/disk - correct type and size/mounted correctly/dressed<br>Use of Eye protection enforced |
| Battery Storage & Charging | Adequately ventilated, ignition free room/area/no smoking sign/s<br>Batteries placed on rubber/wooden surface<br>Emergency shower/eye wash provided<br>No acid storage in area<br>Prescribed methods in place and adhered to when charging batteries |
| Ancillary Lifting Equipment | Chain Blocks/Tirfors/jacks/mobile gantries etc. identified/<br>numbered on register<br>Chains in good condition/links no excessive wear/checked daily<br>Lifting hooks – throat pop marked/safety latch fitted<br>SWL/MML marked/displayed |
| Presses/Guillotines/<br>Shears | Only operated by trained/authorised persons<br>Interlocks/lock-outs fitted/PPE worn or used at all times |

## 14.18 WORKPLACE ENVIRONMENT, HEALTH AND HYGIENE

| Subject | Requirement |
|---|---|
| ***Lighting** | Adequate lighting in places where work is being executed e.g. stairwells and basements.<br>Light fittings placed / installed causing no irritating/blinding glare. |

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| | Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used |
| ***Ventilation** | Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements. |
| ***Noise** | Tasks identified where noise levels exceeds 85 dB at any one time.<br>All reasonable steps taken to reduce noise levels at the source.<br>Hearing protection used where noise levels could not be reduced to below 85 dB. |
| ***Heat Stress** | Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4)<br>Cold drinking water readily available at all times. |
| ***Ablutions** | Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites)<br>Toilet paper available.<br>Sufficient showers provided.<br>Facilities for washing hands provided<br>Soap/cleaning agent available for washing hands<br>Means of drying hands available<br>Lock-up changing facilities / area provided.<br>Ablution facilities kept hygienic and clean. |
| ***Eating / Cooking Facilities** | Adequate storage facilities provided.<br>Weather protected eating area provided, separate from changing area<br>Refuse bins with lids provided.<br>Facilities kept clean and hygienic. |
| ***Pollution of Environment** | Measures in place to minimize dust generation.<br>Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented.<br>Spillage / discarding of oil, chemicals and dieseline into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited. |
| ***Hazardous Chemical Substances** | All substances identified and list available e.g. acids, flammables, poisons etc.<br>Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available.<br>Substances stored safely.<br>Expiry dates meticulously checked where applicable |

## 18 THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

18.1 The Principal Contractor shall at all times ensure his status of an "employer" as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

18.2 The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled **"Health and Safety File",** or other record in permanent form, which shall

contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.

## 19 THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

19.1 The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice No.R1010 dated 18 July 2003.

19.2 The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

19.2.1 Regulation No. 1 - Definitions
19.2.2 Regulation No. 2 - Scope of application
19.2.3 Regulation No. 3 - Notification of construction work
19.2.4 Regulation No. 5 - Principal Contractor and Contractor
19.2.5 Regulation No. 6 - Supervision of construction work
19.2.6 Regulation No. 7 - Risk Assessment
19.2.7 Regulation No. 26 - Stacking & Storage on construction sites
19.2.8 Regulation No. 28 - Construction welfare facilities
19.2.9 Regulation No. 29 - Approved Inspection authorities
19.2.10 Regulation No. 30 - Offences and penalties

19.3 This list must not be taken to be exclusive or exhaustive!

19.4 The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

## 20 THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

20.1 The following activities are identifiable as hazardous in terms of the Construction Regulations.

20.2 The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

20.2.1 Regulation No. 8 - fall protection
20.2.2 Regulation No. 9 - Structures
20.2.3 Regulation No. 10 - Formwork and support work

20.2.4 Regulation No. 11 - Excavation work

20.2.5 Regulation No. 12 - Demolition work

20.2.6 Regulation No. 13 - Tunneling

20.2.7 Regulation No. 14 - Scaffolding

20.2.8 Regulation No. 15 - Suspended platforms

20.2.9 Regulation No. 16 - Boatswain's chairs

20.2.10 Regulation No. 17 - Material hoists

20.2.11 Regulation No. 18 - Batch plants

20.2.12 Regulation No. 19 - Explosive powered tools

20.2.13 Regulation No. 20 - Cranes

20.2.14 Regulation No. 21 - Construction vehicles & mobile plant.

20.2.15 Regulation No. 22 - Electrical installations and machinery on construction sites

20.2.16 Regulation No. 23 - Use and temporary storage of flammable liquids on construction sites

20.2.17 Regulation No. 24 - Water environments

20.2.18 Regulation No. 25 - Housekeeping on construction sites

20.2.19 Regulation No. 27 - Fire precautions on construction sites.

20.3 This list must not be taken to be exclusive or exhaustive!

20.4 All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

## 21 GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

### 21.1 LEGAL FRAMEWORK

The below listed Acts and Principles applies to the State as well as to State owned buildings and premises:

(i) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"

(ii) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority

(iii) The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
(iv) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
(v) The Post Office Act 1958 (Act 44 of 1958) as amended
(vi) The Electricity Act 1984, Act 41 of 1984
(vii) The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997;
(viii) Legislation pertaining to water usage and the environment;
(ix) Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
(x) Common Law.

## 22 LEGAL LIABILITIES

22.1 Common Law is mainly based on the following principles :

22.1.1 Would the reasonable person have foreseen the hazard?
22.1.2 **That is a reasonable person in that specific position, taking experience, qualifications, authority, position in the organization etc. into consideration**
22.1.3 Would the reasonable person have taken precautionary measures (action) to prevent or limit the hazard?

## 23 HOUSE KEEPING

23.1 Good housekeeping will be maintained at all times as per Construction Regulation No. 25.

23.2 Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

23.3 Particular emphasis is to be placed on the following crucial elements of a construction site:
23.3.1 Phase priorities and production/plant layout
23.3.2 Enclosures
23.3.3 Pits, openings and shoring
23.3.4 Storage facilities
23.3.5 Effective, sufficient and maintained lighting or illumination
23.3.6 Principal sources of injuries e.g. stairways, runways, ramps, loose building material
23.3.7 Oil, grease, water, waste, rubble, glass, storm water
23.3.8 Color coding
23.3.9 Demarcations
23.3.10 Pollution
23.3.11 Waste disposal
23.3.12 Ablution and hygiene facilities
23.3.13 First aid

23.4 This list must not be taken to be exclusive or exhaustive!

23.5 In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

23.6 Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: **No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.**

## 24 LOCKOUT SYSTEMS – ELECTRICAL

24.1 A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

24.2 Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

## 25 INCIDENT INVESTIGATION

25.1 Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, irrespective of whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File. (Attached GAR 9)

## 26 GENERAL

26.1 The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month.

26.2 The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulation 4.1(e).

26.3 The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

## 27 IMPORTANT LISTS AND RECORDS TO BE KEPT

27.1 The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

27.1.1 **List of appointments**

27.1.2 **List of record keeping responsibilities**

27.1.3 **Inspection checklist**

27.2 These lists and documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project, as was intended under paragraph 1 (“Preamble”) above.

## 28 LIST OF APPOINTMENTS

| 2.1.1.1 | **REGULATION** | **APPOINTMENT** | **RESPONSIBLE PERSON** |
|---|---|---|---|
| 1. | 4(1)(c) | Principal contractor for each phase or project | Client |
| 2. | 5.(3)(b) | Contractor | Principal Contractor |
| 3. | 5(11) | Contractor | Contractor |
| 4. | 6(1) | Construction supervisor | Contractor |
| 5. | 6(2) | Construction supervisor sub-ordinates | Contractor |
| 6. | 6(6) | Health and Safety Officer | Contractor |
| 7. | 7(1) | Person to Carry Out Risk Assessment | Contractor |
| 8. | 7(4) | Trainer/Instructor | Contractor |
| 9. | 8(1)(a) | Fall Protection Planner | Contractor |
| 10. | 10 (a) | Formwork & Support Work Supervisor | Contractor |
| 11. | 10(e) + (f) | Formwork & Support Work Examiner | Contractor |
| 12. | 11(1) | Excavation Supervisor | Contractor |
| 13. | 11(3)(b)(ii)(b) | Professional Engineer or Technologist | Contractor |
| 14. | 11(3)(k) | Explosives Expert | Contractor |
| 15. | 12(1) | Supervisor Demolition Work | Contractor |
| 16. | 12(2) + (3) | Demolition Expert | Contractor |
| 17. | 12(11) | Explosives Expert | Contractor |
| 18. | 14(2) | Scaffold Supervisor | Contractor |
| 19. | 15(1) | Suspended Platform Supervisor | Contractor |
| 20. | 15(2)(c) | Compliance Plan Developer | Contractor |
| 21. | 15(8)(c) | Suspended Platform Expert | Contractor |
| 22. | 15(13) | Outrigger Expert | Contractor |
| 23. | 17(8)(a) | Material Hoist Inspector | Contractor |
| 24. | 18(1) | Batch Plant Supervisor | Contractor |
| 25. | 18(7) | Batch Plant Operator | Contractor |
| 26. | 19(2)(b) | Power Tool Expert | Contractor |
| 27. | 19.2 (g) (i) | Power Tool Controller | Contractor |

| | | | |
|---|---|---|---|
| 28. | 20(f) | Tower Crane Operator | Contractor |
| 29. | 21(1)(d)(i) | Construction Vehicle and Mobile Plant Operator | Contractor |
| 30. | 21(1)(j) | Construction Vehicle and Mobile Plant Inspector | Contractor |
| 31. | 22(d) | Temporary Electrical Installations Inspector | Contractor |
| 32. | 22 (e) | Temporary Electrical Installations Controller | Contractor |
| 33. | 26 (a) | Stacking and Storage Supervisor | Contractor |
| 34. | 27 (h) | Fire Equipment Inspector | Contractor |

## 29 LIST OF RECORD KEEPING RESPONSIBILITIES

| ***2.1.1.1.2 ITEM*** | ***2.1.1.1.3 CR*** | ***2.1.1.1.4 RECORDS TO BE KEPT*** | **RESPONSIBLE PERSON** |
|---|---|---|---|
| 1. | 3(3) | Notification to Provincial Director – Annexure A<br>Available on site | Principal Contractor |
| 2. | 4(3) | Copy of Principal Contractor's Health & Safety Plan<br>Available on request | Client |
| 3. | 5(6) | Copy of Principal Contractor's Health & Safety Plan<br>As well as each Contractor's Health & Safety Plan<br>Available on request | Principal Contractor |
| 4. | 5(7) | Health and Safety File opened and kept on site (including all documentation required into. OHSA & Regulations<br>Available on request | Every Contractor |
| 5. | 5(8) | Consolidated Health and Safety File handed to Client on completion of Construction work. To include all documentation required i.e. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure | Principal Contractor |
| 6. | 5(9) | Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done<br>Included in Health and Safety file and available on request | Principal Contractor |
| 7. | 6(7) | Keep record on the Health and Safety File of the input by Construction Safety Officer [CR 6 | Contractor |

| | | | |
|---|---|---|---|
| | | (7)] at design stage or on the Health and Safety Plan | |
| 8. | 7(2) | Risk Assessment - Available on site for inspection | Contractor |
| 9. | 7 (9) | Proof of Health and Safety Induction Training | Every Employee on site |
| 10. | 8(3) | Construction Supervisor [CR 6(1)] has latest updated version of Fall Protection Plan [CR 8(1)] | Contractor |
| 11. | 9(2)(b) | Inform contractor in writing of dangers and hazards relating to construction work | Designer of Structure |
| 12. | 9(3) | All drawings pertaining to the design of structure<br>On site available for inspection | Contractor |
| 13. | 9(4) | Record of inspections of the structure [First 2 years – once every 6 months, thereafter yearly] - Available on request | Owner of Structure |
| 14. | 9(5) | Maintenance records - safety of structure - Available on request | Owner of Structure |
| 15. | 10(d) | Drawings pertaining to the design of formwork/support work structure - Kept on site, available on request | Contractor |
| 16. | 11(3)(h) | Record of excavation inspection - On site available on request | Contractor |
| 17. | 15(11) | Suspended Platform inspection and performance test records<br>Kept on site available, on request | Contractor |
| 18. | 17(8)(c) | Material Hoist daily inspection entered and signed in record book kept on the premises | Contractor |
| 19. | 17(8)(d) | Maintenance records for Material Hoist - Available on site | Contractor |
| 20. | 18(9) | Records of Batch Plant maintenance and repairs<br>On site available for inspection | Contractor |
| 21. | 19(2)(g)(ii) | Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return | Contractor |
| 22. | 21(1)(j) | Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant | Contractor |
| 23. | 22(d) | Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site | Contractor |

| | | | |
|---|---|---|---|
| 24. | 27(*l*) | Fire Evacuation Plan | Contractor |

## 30 INSPECTION CHECKLIST

**3**

| **Employer Particulars** | |
|---|---|
| Employer: | |
| Registered Name of Enterprise: | |
| Trade Name of Enterprise: | |
| Company Registration No.: | |
| SARS Registration No.: | |
| UIF Registration No.: | |
| COIDA Registration No.: | |
| Relevant SETA for EEA purposes: | |
| Industry Sector: | |
| Bargaining Council: | |
| Contact Person: | |
| Address of Premises: | |
| Postal Address: | |
| Telephone Number: | |
| Fax Number: | |
| E-mail Address: | |
| Chief Executive Officer: | |
| Chief Executive Officer Address: | |
| Competent Person: | |
| Maximum power demand: in KW | |
| Health and Safety Representatives: | |
| Activities, products manufactured and/ services rendered: | |
| Raw materials, materials and chemical/ biological substances: | |
| Total Number of Employees: | Male:<br>Female: |

| **Contractor Particulars** | |
|---|---|
| Contractors: | |
| Site Address: | |
| Contracts Manager: | |
| Managing Director: | |
| Competent Persons: | |
| CR14: SCAFFOLDING: | |

| | |
|---|---|
| CR15: SUSPENDED SCAFFOLDING: | |
| CR17(6): MATERIAL HOIST (S): | |
| CR18(1): BATCH PLANT: | |
| CR8(1)(a): FALL PROTECTION: | |
| CR11(1)(1): EXCAVATION WORK: | |
| CR12: DEMOLITION WORK: | |
| CR19(2)(b): EXPLOSIVE POWER TOOLS | |
| CR26(a): STACKING | |

| **INSPECTION** | | | | |
|---|---|---|---|---|
| SECTION/REGS | ITEM CHECKED | N/A | YES | NO |
| **APPOINTMENTS** | | | | |
| CR6(1) | Supervisor: | | | |
| CR6(2) | Assistant Supervisor: | | | |
| S17(1) | Health & Safety Representative: (ratio) | | | |
| S19(1) | Health & Safety Committees | | | |
| CR 12(1) | Demolition Director | | | |
| **DOCUMENTS** | | | | |
| GAR 9(1) | Records of Incidents | | | |
| GAR 4 | Copy of the Act | | | |
| GAR 7 | Safety Reps Report | | | |
| GAR 8 | Safety Committee Minutes | | | |
| DMR 18(7) | Lifting Machinery Log (Crane) | | | |
| CR 3(3) | Notification of Construction Work | | | |
| CR 7(2) | Risk Assessment | | | |
| CR 7(9)(e) | Proof of the Health & Safety Induction Training | | | |
| CR 11(13)(h) | Inspection of Excavation (Records) | | | |
| CR 20(g) | Crane Operator Medical Certificate | | | |
| CR 21(11) | Mobile Plant Operator Medical Certificate | | | |
| CR 18(9) | Batch Plant Repairs & Maintenance Records | | | |
| CR22(d) | Temporary Electrical Installation Record | | | |
| CR 5(7) | Health & Safety File | | | |
| CR 15(11) | Suspended Platforms' Performance Records | | | |
| CR 17(b)& (c) | Material Hoists Record Book | | | |
| IMPROV NOTICE | Scaffolding Log Book | | | |
| CR 21(1)(d)(ii) | Medical Certificate of Fitness | | | |
| CR 21(1)(l) | Construction Vehicle & Mobile Plant Register | | | |
| CR 22(d) | Electrical Installation & Machinery Register | | | |
| **INCIDENTS** | | | | |

| | | | | |
|---|---|---|---|---|
| GAR 8(1) S24 | Reported | | | |
| GAR 9(1) | Recorded<br>Investigated<br>Action Taken | | | |
| **PUBLIC SITE** | | | | |
| FR 2(1) | Sanitary Facilities | | | |
| CR 28(1) (c) | Changing Facilities for each sex | | | |
| CR 25(d) | Perimeter fence & no admittance | | | |
| CR 25(e) | Overhead protection netting/falling objects | | | |
| NB Notice | Pedestrian warning | | | |
| **PERSONAL SAFETY EQUIPMENT** | | | | |
| | Items Issued: | | | |
| GSR 2(3) | Items Required: | | | |
| S23 | (What is the payment on each item?) | | | |
| **SAFETY PLANS** | | | | |
| **FIRST AID** | | | | |
| GSR 3(6) | Name(s) of First Aider(s): | | | |
| CR 4(1)(3) | Client's Health & Safety Specification | | | |
| CR5 | Principal's contractor H&S Plan | | | |

| | | | | |
|---|---|---|---|---|
| **FIRE HAZARD & PRECAUTIONS** | | | | |
| GSR 4 | Flammables used, waste, hot work, diesel, fuel, gas | | | |
| ER 9(1) | Portable Extinguishers | | | |
| **ELECTRICAL INSTALLATIONS & MACHINERY** | | | | |
| CR22 | Guarding & PPE to Electrical Installations | | | |
| **ILLUMINATION** | | | | |
| ER 3(6) | Dangerous Places and signage as well | | | |
| | Housekeeping | | | |
| ER6(2)(b),(c),( ) | Clear space storage | | | |
| ER6(3) | Disposal of waste | | | |
| **EXCAVATIONS** | | | | |
| CR 11(3)(l) | Barricades (plus illumination!) | | | |
| CR 11(3)(c) | Safe Depth Shoring/Bracing | | | |
| CR 11(1)(a) | Monitored | | | |
| CR 11(3)(h) | Excavation Inspection Record | | | |
| **GUARDING** | | | | |
| ER 6(2)(f) | Floor Openings (plus illumination!) | | | |
| | Floor slab sides, Shafts (plus illumination!) | | | |
| **SITE EQUIPMENT** | | | | |
| GSR 13A(a) | Ladders condition, secured | | | |
| IMPROV | Scaffold condition, secured | | | |
| | Platforms no. of boards condition Support 1.25. Toe Boards | | | |
| IMPROV | Hand Rails | | | |
| **SITE MACHINES** | | | | |
| DMR 3(2)(3) | Circulars, guards, riving knives | | | |
| DMR 2(a) | Mixers guarded | | | |
| **ELECTRIC POWER** | | | | |
| EMR 6(1) | Supply Board, condition E.L Relay Test | | | |

| | | | | |
|---|---|---|---|---|
| GMR 3(1) | Condition of Tools, Leads, Plugs, etc | | | |
| **LIFTING MACHINE/TACKLE** | | | | |
| DMR 18(8) | Lifting of persons | | | |
| DMR 18(8) | Condition, Securing of Load | | | |
| **EXPLOSIVE POWERED TOOLS** | | | | |
| CR 19(1) | Safe Use and Storage | | | |
| IMPROV | Warning Notice | | | |
| **ROOF WORK** | | | | |
| CR 8(1) | Safety equipment & precautions | | | |
| CR 8(2) | Fall protection plan | | | |
| CR 8(3) | Updated fall protection plan | | | |
| **ASBESTOS CEMENT** | | | | |
| AR 10(a) | Suitable Tools | | | |

**WARNING: Under no circumstances shall any work of any nature whatsoever on any ASBESTOS material is undertaken unless the work is entrusted and mandated to a "REGISTERED ASBESTOS CONTRACTOR" in terms of the Asbestos Regulations. [CR 12(9)] (Contact the Regional Manager's Office)**

## 31 HEALTH AND SAFETY FILE COMPILATION AND CONTENTS (Document attached)

31.1 The guidelines and conditions provided in this attached document form an integral constituent of the Health and Safety Specifications. It is therefore a condition of acceptance that no Health and Safety Plan shall be complete unless all relevant elements of this document applicable to the above project have been included in the Health and Safety Plan. The final approval of the Health and Safety Plan in terms of CR 4(2) shall be subject to this requirement based on the following certification by the Principal Contractor or his Agent:

31.2 The content of CR 5 is pivotal when mandatary appointments are contemplated.

## 32 GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS (Document attached)

## 33 IMPORTANT CONTACT DETAILS (HEALTH & SAFETY ONLY) (Document attached)

## 34 *"ATTACHMENTS"*

34.1 **HEALTH AND SAFETY FILE COMPILATION AND CONTENT**
34.2 **GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS**
34.3 **EMERGENCY CONTACT DETAILS - HEALTH & SAFETY ONLY**

## 35 *HEALTH AND SAFETY FILE COMPILATION & CONTENTS*

35.1 This document serves as a guide to Principle Contractors and Contractors (and their agents) to assist them in complying with the requirements of the Act and more specifically the Construction Regulations and to ensure a most comprehensive

Health and Safety File. Kindly note the following extractions from the Construction Regulations:

*"Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and the Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principle contractor upon request. [CR 5(7)]*

*A Principal Contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in sub regulation (7) [above], include a record of all drawings, designs, materials used and other similar information concerning the completed structure. [CR 5(8)]*

*A Principal Contractor shall ensure that in addition to the documentation required in the health and safety file as determined in the two sub regulations above, a comprehensive and updated list of all the contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done are included and available. [CR 5(9)]"*

35.2 The information, documentation and lists required to be included in the Health and Safety File as contemplated in the Construction Regulations [CR 5(7)], shall be suitably and sufficiently documented in terms of the following items listed below to ensure compliance with the Act as far as is reasonably practicable.

**Note: In the event that any of the items listed below may not have reference to the planning, implementation and completion of the work to be done pertaining to the project on the construction site, it must clearly be indicated as such with a proper statement e.g. 'Not Applicable'. All other relevant references or items below shall relate to the information required as contemplated in the Act and Regulations.**

**IMPORTANT: This Health and Safety File shall be regarded as the property of the Client as it has to be consolidated and handed over to the Client upon completion of the project. The Principal Contractor shall ensure that this file is adequately protected against any form of damage, abuse or fraud.**

## 36 TYPES OF REGISTERS

36.1.1 Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
36.1.2 H&S Representatives ('SHE - Reps') Inspection Register;
36.1.3 Arc & Gas Welding & Flame Cutting Equipment Inspections;
36.1.4 Inspection of Cranes'
36.1.5 Inspection of Ladders
36.1.6 Inspection of mobile plant and other machinery
36.1.7 Inspections of scaffold

36.1.8 Inspections of hand tools and electrical power tools
36.1.9 Inspection of Vessels under Pressure plus all other excluded under VUP regulations
36.1.10 Fire-fighting equipment

36.2 The H&S Representatives (SHE-Reps) will be required to submit the abovementioned registers as well as other legally required registers, also from the list below, on a monthly basis to the chairman of the H&S committee for submission to, and endorsement by the H&S Committee. Also refer to the suggested Agenda for the H&S Committee under 14.10.3

36.3 ***Documents are as follows:***

36.3.1 Full version of the copy of OHSAct (updated) (General Administrative Regulation 4.)
36.3.2 Proof of Registration and good standing with a COID Insurer (CR 4(1)(g)
36.3.3 Appointments – in terms of the Construction Regulations * [See references Page 4]
36.3.4 Notification of Construction Work – Annexure 1 [CR 3]
36.3.5 Scope of work [CR 5(9)]
36.3.6 Records of drawings, designs, materials used and similar information concerning the completed structure [CR 5(8)]
36.3.7 H&S Specifications [CR 4]
36.3.8 H&S Plan – Principal Contractor, Contractor & Sub-contractors [CR 5(1) & (4)]
36.3.9 Proof of Periodic Audits [CR 4, 5 & 6]
36.3.10 List of all Contractors (accountable to Principal Contractor) on site [CR 5(9)]
36.3.11 Contractor Agreements (MANDATORY AGREEMENTS) [CR 5(9)] [section 37(2)]
36.3.12 Input by Construction Safety Officer [CR 6(7)]
36.3.13 Risk Assessment [CR 7(1)]
36.3.14 Copy of Risk Assessment [CR 7(2)]
36.3.15 Medical Certificates of Fitness - Cranes [CR 20(g)]
36.3.16 Medical Certificates of Fitness - Construction vehicles [CR 21(1)(d)(ii)]
36.3.17 Medical Certificates of Fitness – Suspended platforms [CR 15(12)(b)]
36.3.18 Proof of H&S Induction Training [CR 7(4) & (7) & (9)(b)]
36.3.19 Proof of training on Hazards and Work Related Procedures [CR (7(4)]
36.3.20 Fall Protection Plan (building constructions) [CR 8]
36.3.21 Designer notice to contractor of dangers and hazards relating to construction work [CR 9(2)(b)]
36.3.22 Drawings design of structure [CR 9(3)]
36.3.23 Records of Inspections of Structure [CR 9(4)]
36.3.24 Maintenance records – structure safety [CR 9(5)]
36.3.25 Record Excavation Inspection [CR 11(3)(h)]
36.3.26 Method Statement – Excavation Work [CR 11(3)(k)]
36.3.27 Method Statement – Demolition Work [CR 12(2)]
36.3.28 Method Statement – Demolition Work (use of explosives) [CR 12(11)]
36.3.29 Operational Compliance Plan – Suspended Platforms [CR 15(2)(c)]
36.3.30 Certificates, design calculations, sketches and test results [CR 15(3)]
36.3.31 Examination results [CR 15(9)]
36.3.32 Suspended Platform Inspection and Performance Test records [CR 15(11)]
36.3.33 Proof of Training [CR 15(12)(c)]
36.3.34 Proof of Training [CR 12(1)]

36.3.35 Proof of Training [CR 21(1)(d)(i)
36.3.36 Material Hoist Inspections [CR17(8)(c)]
36.3.37 Maintenance Records Material hoist [CR17(8)(d)]
36.3.38 Record Batch Plant Maintenance & Repair [CR18 (9)]
36.3.39 Register for control of cartridges/nails studs – explosive powered tools [CR19(2)(g)(ii)]
36.3.40 Findings and control measures of daily inspections Construction Vehicles & Mobile Plant [CR21(1)(j)]
36.3.41 Record of Temporary Electrical Installation Inspections [CR22(d)]
36.3.42 Record of Electrical Machinery Inspections [CR22(d)]
36.3.43 Proof of Training [CR 27(i)]
36.3.44 Evacuation Plan [CR 27(l)]
36.3.45 H&S Rep & Committee Members details
36.3.46 H&S Committee Meetings' Minutes
36.3.47 Other appointments in terms of OHSAct 85 of 1993

**37** ***The following further identified requirements in terms of the Act and other Regulations of the Act are similarly applicable as part of the contents of the 'Health and Safety File':***

37.1 Details of Inspections (by Department of Labor)
37.2 Recording and Investigation of Incidents – Annexure 1 [GAR 9(1-3)]
37.3 Action taken on all incidents [GAR 9(4)]
37.4 Certificates of Competency in First Aid [GSR 3(4)]
37.5 Record of Medical Surveillance required in terms of OHASA
37.6 Proof of compliance with Asbestos Regulation requirements (WHERE APPLICABLE)
37.7 Proof of compliance with Major Hazard Installation requirements

38 ***The Appointments to be made in writing with job descriptions as per the Construction Regulations may include some or all of the following:***

38.1 PRINCIPAL CONTRACTORS- [CR 4(1) (c)]
38.2 CONTRACTORS- [CR 5(3) (b) + (11)]
38.3 COMPETENT PERSONS- [CR 6(1) + (2)]
38.4 CONSTRUCTION SAFETY OFFICER- [CR 6(6)]
38.5 RISK ASSESSOR- [CR 7(1) + (4)]
38.6 FALL PROTECTION PLANNER- [CR 8(1)(a)]
38.7 FORMWORK & SUPPORT SUPERVISOR- [CR 10(a) + (e) + (f)]
38.8 EXCAVATION SUPERVISOR- [CR 11(1) + (3)(b)(ii)(b) + (3)(k)]
38.9 DEMOLITION SUPERVISOR- [CR 12(1) + (2) + (3) + (11)]
38.10 SCAFFOLD SUPERVISOR- [CR 14(2)]
38.11 SUSPENDED WORK SUPERVISOR- [CR 15(1) + (2)(c) + (8)(c) + (13)]
38.12 MATERIAL HOISTS INSPECTOR- [CR 17(8)(a)]
38.13 BATCH PLANT OPERATOR [CR 18(1) + (7)]
38.14 EXPLOSIVE POWER TOOLS INSPECTOR- [CR 19(2)(b) + (2)(g)(i)]
38.15 CRANE OPERATOR- [CR 20(f)]

38.16 CONSTRUCTION VEHICLE OPERATOR- [CR 21(1)(d)(i) + (1)(j)]
38.17 ELECTRICAL INSTALLATIONS INSPECTOR- [CR 22(d) + (e)]
38.18 STACKING & STORAGE SUPERVISOR- [CR 26(a)]
38.19 FIRE EQUIPMENT INSPECTOR- [CR 27(h)]
38.20 DESIGNER- [CR 9(2)

## 39 EMERGENCY CONTACT DETAILS

39.1 The contractor is to add all the important contact information about essentials services, support and assistance.

| | SERVICE | NUMBER | CONTACT PERSON |
|---|---|---|---|
| | Hospital | | |
| | | | |
| | Ambulance | | |
| | | | |
| | Water | | |
| | Electricity | | |
| | Police | | |
| | | | |
| | Fire Brigade | | |
| | | | |
| | Engineer | | |
| | | | |

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.

Name of the Bidding Entity:

# PART C3: SCOPE OF WORKS

## INDEX


1 C3.1 DESCRIPTION OF WORKS ..... 292
2 C3.2 ENGINERING ..... 292
3 C3.3 PROCUREMENT ..... 293
4 C3.4 CONSTRUCTION ..... 293
5 C3.5 MANAGEMENT OF THE WORKS ..... 294
6 C3.6 HEALTH AND SAFETY ..... 294
*Annexure A – Health & Safety Specifications*
*Annexure B - Tender Drawings & Specifications*

**PART C3: SCOPE OF WORK**

**CONTENTS**

**1 C3.1 DESCRIPTION OF WORKS**

**C3.1.1 GDED's objectives**

The Employer aims to provide additional 656m$^2$ of space required for offices which are convertible as laboratory spaces. The Offices/Labs will be primarily used as Cosmetic & Pharmaceutical research & development centre and Small-scale manufacturing. The key aspects to be ensured in the designs and construction of the building is that it remains flexible (to be easily convertible from offices to labs and/or vice versa). This flexibility is to be attained by making provision for services in all practical and strategic locations. The altered building will then have 3 levels/floors in total and will be predominantly concrete structure, brick work and aluminum windows and shop fronts.

During construction, a significant part of the work will be dis-assembling parts of the existing steel roof structure, to make way for part of the new second floor. Part of the works will include work in the existing warehouse portion of the phase 1 under 3 columns supporting a portion of the new second floor. Piling will also be required underneath the new lift shaft.

Additional demolition work will be for the existing reinforced concrete roof slab at the Phase 1 building to make way for the new second floor reinforced concrete slab. Doweling of additional reinforcing to create starter bars on new concrete works will be done on existing shear walls and columns and where necessary.

A summary of the key objective of this project's complete Asset will be for the building to provide additional space on the existing phase 1 building for the following:

- Generic flexible facility
- Cater for anchor tenant / key sponsor
- Support start-up companies
- Provide business support
- Connect with partners
- Provide basic infrastructure to make it easier for start-up companies
- Enable companies to engage & connect
- Innovation enabling space
- Visibility
- Creative & interactive space

**Name of the Bidding Entity:**

### C3.1.2 Overview of the Works

Construction of the BioPark Phase 1C – Addition of Second Floor to the existing BioPark Phase 1 Building will entail the following works:

- Alteration/Modification works which will include, foundations to the specifications provided;
- Structural building work (reinforced concrete and structural steel works) for the buildings foundations, structural concrete frame and structural steel frame for parts of the roof;
- Civil Engineering services for domestic Water Reticulation, Sewerage, Stormwater drainage, Paving;
- Electrical Installations and access control;
- Mechanical installations for HVAC, Fire, Hot water and Lifts

### C3.1.3 Extent of Works

The works described above will not be limited to the above description. These will be in line with the BOQ for the entire project scope. Liaison with the Engineer throughout this construction by means of written site instructions may supersede the issued construction drawings where necessary. The extent of the work is as follows:

- Site Establishment, site office and site personnel
- Site clearance and omission of specified trees
- Ordering and procuring of material
- Survey work: Setting out works and levels controls for roads
- Piling work where specified
- Alterations/Modification works for the building to NHBRC regulations and SANS in line with the designs
- Preparation of site for trenching of different services; water, sewer, stormwater, electricity and telecoms
- Installation of services; water, sewer, stormwater, electricity and telecoms
- Bedding of pipe trenches and installation of pipes with manholes and any other required special fittings as per the drawings and the BOQ
- Connections for water sewer and stormwater
- Testing of installed infrastructure
- Commissioning & hand-over

### C3.1.4 Location of the Works

BioPark, The Innovation Hub, Pretoria, 0087: Lat –
25° 45’ 00.69”S; Long – 28°16’01.71”E

### C3.1.5 Temporary Works

- Barricaded yard – hoarding of materials
- Temporary site office for contractor which are to also be used for meetings
- Ablution facility for site personnel and Engineers, may be mobile and to comply with Occupational Health and Safety regulations
- Potable water supply for site personnel and Engineers
- Electricity for works on site

## 2 C3.2 ENGINERING C3.2.1

### Design

The designs have been done in accordance with South African building regulations and standards. Depending on the design type or discipline, the relevant standards according to SANS were observed. Due to unpredictability of the expected tenants to utilise the end product, partial and full safety factors were included in design loadings and inputs in order to avoid under-estimating and also as a measure of catering for future demands when designing the bulk earthworks and bulk reticulations within the site.

### C3.2.2 City of Tshwane's Design Standards

All designs were done to comply with Tshwane Metropolitan Municipality (CoTMM). Close liaison was kept with the client and the municipality in order to produce final drawings to a standard acceptable by CoTMM. The liaison with CoTMM is done per department, town planning, water, sanitation, roads, storm water and also the energy department.

### C3.2.3 Contractor's Design

The contractor will be allowed to improve on or recommend deviations from the designs to a reasonable difference with discussion and permission from the Engineer, or Engineer’s representative. For the latter, such changes are to be requested from the Engineer and where permission is given, the changes are recorded on the construction drawing for as-built drawings update. Suggestion from the contractor may come due to identifying better construction techniques, and or picking up of construction challenges based on the construction drawings design.

### C3.2.4 Drawings

Figured dimensions only to be used. Coordinates based on wgs84 whereas levels are based on MSL datum. Discrepancies, errors and omissions are to be reported to the Engineer immediately when they become evident. Shop drawings to be submitted for approval prior to manufacture and installation. Copyright and right of, and production of the set of construction drawings to be issued or any portion thereof is reserved by The Consultant.

***Refer to Annexure B for tender drawings & Specifications***

### C3.2.5 Design procedure

The designs were done in a three stage approach; attaining of design demand in terms of expected populations and service requirements for the precinct, inputting of design loads onto different practical models and generating results from the modelling or simulations. The design methodologies were traditional and included modern best practice standards in order to be raw material considerate during the construction phase.

The design methodologies requiring specialist inputs such as topographical surveys, geotechnical investigations and traffic impact assessments were planned for attaining such specialists. Recommendations from the specialist fed directly into the designs while including the visual assessments on site.

## 3 C3.3 PROCUREMENT C3.3.1

**Preferential Procurement**

In line with government policies to empower emerging previously disadvantaged businesses, GDED would prefer that 25% of the contract is procured from local emerging contractors. The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Contractor.

### C3.3.2 Subcontracting

The contractor is to submit a list of all his intended subcontractors as part of this submission. The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of JBCC's Principal Building Contract.

## 4 C3.4 CONSTRUCTION C3.4.1

**Site establishment**

The contractor shall establish his construction camps, offices, workshops and testing facilities on the site in a manner that does not adversely affect the environment. However,

before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

### C3.4.2 Plant & Construction equipment

The minimum required construction equipment that will be used for this contract is as follows but not limited to the list below:

Refer to Returnables schedule on Plant and Equipment

### C3.4.3 Existing services

Existing services in and around the site have been identified through the topographic survey and EMM's GIS information. Great care should be taken in protecting these services and no excavations can take place without approved wayleaves. The Contractor to make sure that these services have been clearly identified and wayleaves are in place before commencing with the groundworks.

## 5 C3.5 MANAGEMENT OF THE WORKS

### C3.5.1 Generic Specification

***Refer to Annexure A for the (Occupational Health & Safety Specifications)***

## C3.6 HEALTH AND SAFETY

### C3.6.1 Health and Safety requirements and procedures

***Refer to Annexure A for the (Occupational Health & Safety Specifications)***

### C3.6.2 Aids awareness

**SCOPE**

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers

  Informing Workers of their rights with regard to HIV/AIDS in the workplace

- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices

**DEFINITIONS AND ABBREVIATIONS**

**DEFINITIONS**

**Worker:** Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in total.

**ABBREVIATIONS**

**HIV** : Human Immunodeficiency Virus

**AIDS** : Acquired Immune Deficiency Syndrome
**STI** : Sexually Transmitted Infection

HIV/AIDS EDUCATION AND TRAINING

**DISPLAYING OF PLASTIC LAMINATED POSTERS AND DISTRIBUTION OF INFORMATION BOOKLETS**

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Public Works
The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS

and STI's
Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover
Posters shall be displayed in areas highly trafficked by Workers, including
toilets, rest areas, the site office and compounds
The posters on display must always be intact, clear and readable Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site

**PROVIDING WORKERS WITH ACCESS TO CONDOMS**

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.
At least one male and one female condom dispenser and a sufficient
supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.
Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

**ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)**

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers

**MONITORING**

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent

# ANNEXURE B
# (TENDER DRAWINGS & SPECIFICATIONS)

1. Architectural Tender Drawings
2. Structural Tender Drawings
3. Electrical Tender Drawings
4. Mechanical Tender Drawings
5. Annexure A – TIH Urban Design Framework
6. Annexure B – TIH Landscape Policy
7. Annexure C – TIH POA Regulations
8. Annexure D – Mechanical Services Tender Specifications
9. Annexure E – TIH Generic Environmental Management Plan

**NB: SANS 1200 Construction Specifications for Civil & Structural Works will apply and is obtainable at the bidder's cost from www.sabs.co.za**

# INDEX

**1 PART C4: SITE INFORMATION..... 212**

1.1 NATURE OF GROUND AND SUBSOIL CONDITIONS ..... 212

# 4 PART C4: SITE INFORMATION

## 4.1 NATURE OF GROUND AND SUBSOIL CONDITIONS

A geotechnical investigation of the Site has been carried out and the report is included in the Bid Documents for the information of bidders