University of Venda

Creating Future Leaders

KCMQS PROJECT NO. N984

New Additions and Alterations to the Existing Nursing Science Simulation Building at the University of Venda, Thohoyandou, Limpopo Province

(CIDB GRADING NO: 5GB)

VOLUME 1 OF 2

PROCUREMENT DOCUMENT

(Based on NEC3 Engineering and Construction Contract)

Date of Issue: 11 August 2021

Issued by:

Director Facilities Management

University of the Venda, Thohoyandou

Name of tenderer: .....

Telephone Number: .....

Email Address: .....

Fax Number: .....

Cellphone Number: .....

Closing date: AS PER TENDER INVITATION

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University of the Venda, Thohoyandou
Proposed New Additions and Alterations to the Existing Nursing Science Simulation Building

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University of the Venda, Thohoyandou
Proposed New Additions and Alterations to the Existing Nursing Science Simulation Building

T1.1 Tender Notice and Invitation to Tender

The University of Venda hereby invites tenders from suitably qualified and experienced contractors, for the **Proposed New Additions and Alterations to the Existing Nursing Science Simulation Building** as required at the **University of Venda Campus**, located at University Road, Thohoyandou.

Eligibility and preferencing criteria are stated in the tender document, tenderers must be registered with the CIDB and have a current minimum grading of **5GB.**

There will be no compulsory clarification meeting**.** The closing time for receipt of tenders is as per tender invitation. No telegraphic, telephonic, telex, facsimile, e-mail and late tenders will be accepted.

The tender box is situated at the **Main Entrance Gate at the University of Venda, University Road, Thohoyandou.**

Tenders may only be submitted on the tender documentation that is issued; alternative tenders are not permitted. ***Any and all queries must be addressed to the Supply Chain Management via email to Mr. X Ben-Mazwi, Head of Department, Supply Chain Management at xhanti.benmazwi@univen.ac.za***

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

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Proposed New Additions and Alterations to the Existing Nursing Science Simulation Building

T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender.*

SANS 10845-3 makes 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 provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is the **University of the Venda**, Thohoyandou, acting through its Facilities Management Office
3.2	The tender documents issued by the employer comprise the documents listed on the contents page.
3.4	The **employer's agent** is: Name: Mr. A. Magadani Tel: 015- 962 8312 Fax: 015 – 962 8222 Email: facilities@univen.ac.za
3.4	The language for communications is English.
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: A1. The tenderer has been represented at the compulsory clarification meeting and have signed the attendance register. A2. The tenderer is either a. registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984), or b. a joint venture, where all members of the joint venture are registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984), and a copy of the proposed joint venture agreement is provided with the tender submission; A3. The tenderer is registered on the Central Supplier Data Base (CSD), or all members of the joint venture are registered on the Central Supplier Database (CSD); A4. The tenderer has experience as a main contractor in the construction or renovation of similar buildings can provide **at least three contactable references for such projects each having a value in the same price range completed in the last 3 years**. A5. The tenderer is able to provide suitable financial statements for the preceding financial year within 12 months of the financial year end.

	A6. The tenderer has **a turnover over during its preceding financial year which is not less than Minimum of the project CIDB range.** A7. The tenderer is able to demonstrate a capability of producing a health and safety plan for the proposed works i.e. a documented plan which addresses identified hazards and includes safe work procedures to mitigate, reduce or control the hazards. A8. The tenderer is in possession of a letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease Act, 1993 (Act No. 130 of 1993) A9. The tenderer undertake to: 9.1. Subcontract a minimum of 30% of the contract value to local **capable and willing** Exempted Micro Enterprises (EMEs) or Qualifying Small Business Enterprises (QSE) as defined in the Preferential Procurement Regulations 2017. Compliance of preferential Procurement Regulation. 9.2. The tenderer undertakes to use local labour only in this project except where extraordinary circumstances arises and they have been discussed and approved with the Client Representative. The client will not compromise on quality and contract duration due to the appointment of local labourers and sub-contractors, thus it remains the responsibility of the main contractors to ensure that the appointed local labourers and sub-contractors are committed to the completion of the duration within the required duration and to approved quality standards.
4.1	Only the tenderer who is registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, for a GB class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: a. every member of the joint venture is registered with the CIDB; b. the lead partner has a contractor grading designation in the GB class of construction work; and c. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original.
4.13.5 4.15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **Location of tender box:** **Main Entrance Gate, The University of the Venda.** **Physical address:** **University Road, Thohoyandou** **Identification details:** **Tender reference number, Title of Tender and the closing date and time of the tender and tenderer's name, address and telephone number.**
4.13.4	The tenderer is required to submit with his tender the following certificates: 1) registration report from the National Treasury Central Supplier Database. 2) certificate of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease Act, 1993 (Act No. 130 of 1993).
4.13.5	The Original Tender Document to be submitted in a sealed envelope.

4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. No late bids will be accepted.
4.16.1	The tender offer validity period is ninety (90) days.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document
5.1	The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.
5.2	The employer shall issue addenda until three (3) working days before tender closing time.
5.4	Tenders will be opened immediately after the closing time for tenders.
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.
5.11.5	The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference). The total number of tender evaluation points shall be determined in accordance with the following procedure. **A. Phase 1: SCM Compliance** • This is the first phase where service provider's proposals and attachment will be checked as per Responsiveness Criteria as well as mandatory requirements. **B. Phase 2: Functionality Evaluation.** **C. Phase 3: Evaluation in terms of Preference Point Systems.**
	A. Responsiveness and Evaluation Criteria – SCM Compliance The **University of Venda** will consider no bid unless it meets the following responsiveness criteria and relevant documents have been submitted.
	A1. Partnerships / Joint venture (JV) to attached partnership / joint venture agreement and any related document that makes a legally formed JV and signed JV agreement.
	A2. Certified copy of Company Registration Certificate (COR14.3) has been attached.
	A3. Original, valid Tax Clearance Certificate; or Tax Compliance letter with unique security personal identification number (Pin) in terms of the Electronic Tax Compliance Status (TCS) System from SARS or proof of arrangement either South African Revenue Services (SARS)
	A4. Certified copy of Workmen's Compensation (Letter of good standing)
	A5. Certified copy of UIF (Certificate of Compliance).
	A6. Comprehensive company or entity business profile
	A7. Current and previous project profile – Experience indicating the following: • Project name and description • Client representative and contact Cellphone and telephone • Project final contract amount • Project start and completion date (month and year) • Project site / location
	A8. CV of 5 key personnel with accredited certificates: • Contract Manager • Quantity Surveyor • Site Agent • General foreman • Health and Safety Officer

	• Site SHEQ Officer
	A9. Project Implementation / Methodology and Quality Management Plan • Detailed timeline for implementation and procurement of resources • Procedures to be followed in the preparation for the commencement of the contract. • Standard operating procedures. • Progress Monitoring and control • Quality Management Systems • Management of non-conformance and management reports.
	A10. Occupational and Construction Health and Safety Plan • Legal compliance to house keeping • Legal compliance to construction activities • Compliance to OHS Act and its regulation
	A11. Registration Certificate: COID or Letter of good standing
	A12. Certified copy of BBBEE Certification or Letter of exemption from SANAS accredited verification agency or IRBA accredited Accountant. Joint Venture Entities must submit a combined B-BBEE Certificate / certified sworn affidavit.
	A13. Certified copies of Director (s) / Shareholder (s) identity document of not less than three (3) months. (Not copies of certified documents)
	A14. Certified copy of Valid CIDB registration certificate
	A15. Attendance of Compulsory Tender Briefing Session
	A16. Tender Document Fully Completed and Signed
	A17. Signing of Declaration of interest
	A18. List of Immediate available plant and other resources, and those that will be hired
	A19. Audited Annual Financial Statements within twelve (12) months of the current year
	A20. Bank Confirmation letter
	A21. SBD1 (Invitation to Bid) Make sure it is signed and thoroughly completed
	A22. SBD2 (Tax Clearance Certificate) Certificate must be original and valid
	A23. SBD3.1 (Pricing schedule) make sure it is signed and thoroughly completed
	A24. SBD4 (Declaration of interest) make sure it is signed and thoroughly completed
	A25. SBD 6.1 (Preference claim in terms of the Preferential Procurement Regulations, 2011) must be signed regardless if points are claimed or not. Make sure it is signed and thoroughly completed
	A26. SBD8 (Declaration of Bidder's past supply chain management practices) Make sure it is signed and thoroughly completed
	A27. General Conditions of Contract
	A28. Other documents as mentioned in the bid terms of reference

B. Phase 2: Functionality

- Functionality of bids will be evaluated according to the evaluation criteria set out in the bid documents – Terms of Reference below
- The minimum qualifying score for **functionality is 70 percent (%)** as set out below. Bidders who fail to achieve the minimum qualifying score for functionality will be disqualified from the bidding process.
- The panel members will individually evaluate the bids received for functionality against the following criteria as set out below:

- The service provider must provide a proposal with the following headings,
- And points will be allocated as follows:

<table>
<tr><th>No.</th><th colspan="2">Functionality Criteria – Tender Rating Matrix</th><th>Factor</th></tr>
<tr><td>A</td><td>FINANCIAL CREDIBILITY</td><td>The tenderer is to provide bank rating from his/her Banking institution to justify credit risk

<table><tr><th>Scoring Ref.</th><th>Score</th><th>Description of Criteria</th></tr><tr><td>A1</td><td>10 Points</td><td>Credit rating of A</td></tr><tr><td>A2</td><td>7 Points</td><td>Credit rating of B</td></tr><tr><td>A3</td><td>5 Points</td><td>Credit rating of C</td></tr><tr><td>A4</td><td>3 Points</td><td>Credit rating of D or below</td></tr><tr><td>A5</td><td>0 = 0 Points</td><td>The tenderer has failed to address the question and has not provided proof</td></tr></table>
<u>NB: Tenderer is to obtain and submit a bank rating relevant to the estimated project value. Failure to submit/attach such will result in the tenderer no being awarded the points.</u></td><td>10</td></tr>
<tr><td>B</td><td>SKILLS AND EXPEREINCE OF KEY PERSONNEL</td><td>Points are allocated for required competencies and qualifications of allocated personnel for the project in consideration/ Required key personnel are: Project Manager, Site Agent and Site SHEQ Officer

Contract Manager

<table><tr><th>Scoring Ref.</th><th>Score</th><th>Description of Criteria</th></tr><tr><td>B1</td><td>5 = 5 Points</td><td>Five (5) or more years' experience on projects of similar nature appointed as project manager</td></tr><tr><td>B2</td><td>4-3 = 3 Points</td><td>Four (4) to Three (3) yeas experience on projects of similar nature appointed as project manager</td></tr><tr><td>B3</td><td>2-1 = 1 Point</td><td>Two (2) to One (1) years' experience on projects of similar nature appointed as project manager</td></tr><tr><td>B4</td><td>0 = 0 Points</td><td>The tenderer has failed to address the question and has not proved competency of the proposed project manager</td></tr><tr><th>Scoring Ref.</th><th>Score</th><th>Description of Criteria</th></tr><tr><td>B5</td><td>1 = 5 Points</td><td>Qualification: BTech / Degree in the Built Environment field of study</td></tr><tr><td>B6</td><td>1 = 3 Points</td><td>Qualification: National Diploma in the Built Environment field of study,</td></tr><tr><td>B7</td><td>0 = 0 Points</td><td>The tenderer has failed to address the question and has not proved qualifications of the proposed contract manager</td></tr></table></td><td>5
10
5</td></tr>
</table>

Site Agent

Scoring Ref.	Score	Description of Criteria
B8	5 = 5 Points	Five (5) or more years' experience on projects of similar nature appointed as site agent
B9	3 = 3 Points	Four (4) to Three (3) years' experience on projects of similar nature appointed as site agent
B10	1 = 1 Points	Two (2) to One (1) years' experience on projects of similar nature appointed as site agent
B11	0 = 0 Points	The tenderer has failed to address the question and has not proved competency and qualifications of the proposed site agent

5

Site SHEQ Officer

Scoring Ref.	Score	Description of Criteria
B12	5 = 3 Points	Five (5) or more years' experience on projects of similar nature appointed as SHEQ officer
B13	4-1 = 2 Points	Four (4) to One (1) years' experience on projects of similar nature appointed as SHEQ officer
B14	0 = 0 Points	The tenderer has failed to address the question and has not proved competency and qualifications of the proposed site SHEQ officer

3

Scoring Ref.	Score	Description of Criteria
B15	2 = 2 Points	Qualification: Degree / BTech or National Diploma in Safety Management or similar approved
B16	1 = 1 Point	Qualification: Certificate in Safety Management or similar approved
B17	0 = 0 Points	The tenderer has failed to address the question and has not proved competency and qualifications of the proposed site SHEQ officer

2

5

NB: Tenderers are encouraged to submit CV's with contactable references and certified qualifications of proposed key personnel. Failure to submit will result in the tenderer not being awarded points on the above criteria.

C **RELEVANT BUILDING PROJECTS EXPERIENCE**

Tenderers are required to demonstrate relevant past experience and competency and attach practical completion certificates. Tenderers are required to submit full details of, and reliable contactable references for relevant projects which were successfully completed. Projects relevant must be of similar scope, nature and size, completed within the last ten (10) years.
Successful completion of building projects in the last tender (10) years

Scoring Ref.	Score	Description of Criteria
C1	5 = 30 Points	Five (5) or more relevant or similar building projects successfully executed by the tenderer in the past 10 years
C2	3 = 20 Points	Four (4) to Three (3) relevant or similar building projects successfully executed by the tenderer in the past 10 years
C3	1 = 10 Points	Two (2) to One (1) relevant or similar building projects successfully executed by the tenderer in the past 10 years
C4	0 = 0 Points	The tenderer has failed to address the question and has not provided proof of completing similar building construction projects

NB: Tenderers are required to attach practical completion certificates. Failure to submit/attach practical completion certificates for the projects will result in the bidder not being awarded the points

30

<table>
<tr><td>D</td><td>QUALITY OF PREVIOUS BUILDING PROJECTS</td><td>Tenderers are required to submit full details of, and reliable contactable references for relevant projects which were successfully completed

<table><tr><th>Scoring Ref.</th><th>Score</th><th>Description of Criteria</th></tr><tr><td>D1</td><td>5 = 30 Points</td><td>Five (5) or more details of contactable references submitted</td></tr><tr><td>D2</td><td>3 = 20 Points</td><td>Four (4) to Three (3) details of contactable references submitted</td></tr><tr><td>D3</td><td>1 = 10 Points</td><td>Two (2) to One (1) details of contactable references submitted</td></tr><tr><td>D4</td><td>0 = 0 Points</td><td>The tenderer has failed to address the question and has not provided any contactable references for relevant projects</td></tr></table>
<u>NB: Tenderers are encouraged to submit contactable references and list the most relevant construction industry related projects. Failure to submit/attach reference certificates will result in the tenderer not being awarded the points.</u></td><td>30</td></tr>
<tr><td>E</td><td>PROPOSAL & METHODOLOGY</td><td>Tenderers are required to submit a realistic project plan, execution plan and methodology

<table><tr><th>Scoring Ref.</th><th>Score</th><th>Description of Criteria</th></tr><tr><td>E1</td><td>5 Points</td><td>Realistic project plan</td></tr><tr><td>E2</td><td>5 Points</td><td>Project execution plan and project methodology</td></tr></table>
<u>NB: Each panel member will rate on the above-mentioned criteria</u></td><td>10</td></tr>
<tr><td colspan="2">TOTAL</td><td>Minimum points to be scored for Functionality is 70% of the points</td><td>100</td></tr>
</table>

<u>NB: The Client reserves the right to visit some of the projects previously completed by tenderer and conduct further investigations on the tenderers, even though the projects have not been listed as previous experience. The tenderer however, will be given an opportunity to provide any inputs if necessary.</u>

Notes to the Functionality:

a) ***Financial standing / credibility***

The service provider must obtain a letter of good standing from the Financial Institution (Bank) which includes a rating.

b) ***Skills and Experience of Key Personnel***

The service provider should provide a project team responsible for the execution of the project with adequate skills, qualifications and experience in delivery of similar projects.

- Site Agent
- Site SHEQ Officer
- Contract Manager

(CV's and copies of qualifications must be attached for points to be allocated)

c) ***Relevant Building Projects Experience and Quality***

The service provider must illustrate relevant experience over the past five (5) years) on similar or other projects and include the following:

Client name, Contact Person number, Project amount and Duration of project

- Similar Projects
- Other projects

d) **Proposal and Methodology**

The demonstration by the Bidders of

- Realistic Project Plan
- Work Breakdown Structure (WBS)
- Project Execution Plan and Project Methodology.

The points for the panel members will be added and expressed as a fraction of the best possible score for each particular criterion as set out.

5.11.5

C. Phase 3: Evaluation in terms of Preference Points

a) The bidders must **complete SBD 3.1: Pricing Schedule** and submit with the bid.

b) Only bids that achieve minimum qualifying score for Functionality in this bid will be considered for further evaluation.

c) The qualifying bids will be evaluated in accordance with the 80/20 preference point systems as prescribed in the PPPFA regulations 5 and 6.

d) The lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

e) The formulae that will be utilized in calculating points scores for prices is as follows:

80/20 Preference point system (for acquisition of services, works or goods with a Rand value above R1million) (all applicable taxes included)

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where:
Ps = Points scored for comparative price of bid or offer under consideration
Pt = Comparative price of bid or offer under consideration
Pmin = Comparative price of lowest acceptable bid or offer.

f) The points scored will be rounded off to the nearest two decimal places.

g) Then points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

BBBEE Level	80/20
Level 1	**20**
Level 2	18
Level 3	**14**
Level 4	12
Level 5	**8**
Level 6	6
Level 7	**4**
Level 8	2
Non-Compliant Contributor	**0**

Then the points scored for price will be added to the points scored for B-BBEE status level of contribution to obtain the bidders total points scored out of 100.

5.13	Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer provides written proof from SARS that the tenderer either has no tax obligations or has made arrangements to meet outstanding tax obligations; c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; and has supplied a certified copy. d) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document e) the financial offer is market related (see Regulations 6(9) and 7(9) of the 8(9) of the Preferential Procurement Regulations 2017): f) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; g) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and h) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; i) the tenderer has a bank rating issued by the tenderer's bank for a contract having a value of the tendered amount and the contract as stipulated in the contract data, of one of the following: • Undoubted for the amount of enquiry • Good for the amount of enquiry • Good for the amount quoted if strictly in the way of business • Fair Trade risk for amount of enquiry
5.17	The number of paper copies of the signed contract to be provided by the employer is one.
	The additional conditions of tender are: 1. **The client** may cancel a contract awarded to a person if: a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person. 2. **The client** may reject the bid of any person if that person or any of its directors has: a) Failed, during the last five years, to perform satisfactorily on a previous contract with **the client** or any other organ of state after written notice was given to that bidder that performance was unsatisfactory; b) Abused the supply chain management system of the entity or have committed any improper conduct in relation to this system; c) Been convicted of fraud or corruption during the past five years. d) Willfully neglected, reneged on or failed to comply with any government or other public sector contract during the past five years; or e) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on Nation Treasury's database as a person prohibited from doing business with public sector.

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T.2.1 List of returnable documents

1 Documentation to demonstrate eligibility to have tenders evaluated

- Schedule 1: Three contactable references for works of a similar nature
- Annual Financial Statements Declaration.
- A copy of a recent health and safety plan for works of a similar nature or a proposed health and safety plan for the proposed works

Note: Failure to provide these documents will result in the tender not being evaluated

2 Returnable Schedules required for tender evaluation purposes

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Compulsory Declaration
- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Evaluation Schedule 2A: Key Person Contracts Manager
- Evaluation Schedule 2B: Key Person Site Agent
- Evaluation Schedule 2C: Site SHEQ Officer
- Evaluation Schedule 3: Value added by Tenderer
- Schedule 4: Anticipated Employment Schedule
- Schedule 5: Financial Standing
- Schedule 6: Previous Experience

3 Other documents required for tender evaluation purposes

The tenderer must submit the following returnable documents:

- B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, a duly completed sworn affidavit on the relevant form obtained from the DTI website (https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp)
- Suitable annual financial statements for the preceding financial year within 12 months of the financial year end
- A verification certificate from SARS displaying the tenderer's Tax Number and SARS PIN required to verify their good standing.
- A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)

4 Returnable schedules for incorporation into the contract

- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Evaluation Schedule 2A: Key Person Contracts Manager
- Evaluation Schedule 2B: Key Person Site Agent
- Evaluation Schedule 2C: Key Person Site SHEQ Officer
- Schedule 4: Anticipated Employment Schedule

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

6 C1.2 Contract Data (Part 2)

7 C2.2 Bill of quantities

The Tenderer's attention is drawn to Part 2 of the Contract Data which require the Tenderer to enter a "*direct fee percentage" and a "subcontracted fee percentage.*" as well a number of cost parameters. Compensation events which result in changes to the Prices are assessed on the basis of Defined Cost (i.e. the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not, as derived from the tendered cost parameters). These *percentages* are applied to components of Defined Cost when making changes to the Prices in terms of the Contract and cover everything that is not included in Defined Cost.

Tenderers need to price these percentages and the cost parameters associated with the Schedule of Cost Components realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule.

Failure to sign the form of offer and acceptance and to provide these percentages and cost parameters in Part 2 of the Tender Data will render the tender "non-responsive".

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 or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

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

Tenderer .....

Proposed amendments and qualifications

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

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

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

Tenderer .....

Compulsory Declaration

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	

Section 3: SARS Information

Tax reference number	
Tax compliance status pin number	
VAT registration number:	*State Not Registered if not registered for VAT*

Section 4: CIDB registration number

CIDB Registration number *(if applicable)*	

Section 5: National Treasury Central Supplier Database

CSD Master Registration Number Attach CSD registration report	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature
- ☐ An employee of the **University of Venda**

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service *(tick appropriate column)*	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature
- ☐ An employee of the **University of Venda**

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes

☐ No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

i) neither the name of the tendering entity or any of its principals appears on:

   a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)

   b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;

vi) has no other relationship with any employee of the client who are among those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

viii) neither the tenderer or any of its principals has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

ix) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

x) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and

all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

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

Preferencing schedule: Broad Based Black Economic Empowerment Status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *"Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy."*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003, including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide proof of B-BBEE status level of contributor in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Proof of B-BBEE status level of contributor

Proof of B-BBEE status level of contributor in the form of an:

- appropriate original or certified completed affidavit downloaded from www.thedti.gov.za/economic_empowerment/bee_codes.jsp; or
- an original or certified copy of a valid verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (www.sanas.co.za/af-directory/bbbee_list.php)

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status level of contributor	Status level of tenderer *(tick relevant level)*	Number of preference points	
		90/10 preference points system	80/20 preference points system
Form not completed or non-complaint contributor		0	0
Level 8 contributor		1	2
Level 7 contributor		2	4
Level 6 contributor		3	6
Level 5 contributor		4	8
Level 4 contributor		5	12
Level 3 contributor		6	14
Level 2 contributor		9	18
Level 1 contributor		10	20

4 Declaration

The tenderer declares that

a) the tendering entity is a level contributor as stated in the submitted proof of B-BBEE status level of contributor as at the closing date for submissions

b) the tendering entity has been measured in terms of the following code (tick applicable box):

☐ Generic code of good practice

☐ Other – specify

.....

.....

c) the tendering entity confirms that it will only enter into a sub-contract with the Employer's prior approval and is not permitted to subcontract more than 25% of the total of the prices of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor unless the contract is subcontractor to an Exempted Micro Enterprises which has the capability to execute the contract.

d) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

e) **the tendering entity undertakes to sub-contract minimum 30% of the contract value to qualifying entities that are either Exempted Micro Enterprise (EME) or Qualifying Small Enterprises (QSE) as defined in the preferential Procurement Regulations 2017. The sub-contracting will be in line with <u>NORMAL</u> business practices.**

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature: .....

Name: .....

Duly authorised to sign on behalf of: .....

Telephone: .....

Fax: ..... Date: .....

Name of witness: ..... Signature of witness: .....

Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference.

2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

Schedule 1: Contactable client references for the construction of new buildings or renovation of buildings.

The experience of the tenderer as opposed to the key staff members / experts in the **renovation and extension of existing buildings over the last three years** having a contract value of **not less than the minimum of the CIDB Range** needs to be stated in the tabulation below

Contactable reference #1.		**Description of main contract / subcontract stating clearly the type of services constructed**	**Location**	**Contract /subcontract value inclusive of VAT (Rand)**	**Completion / practical completion date**
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					
Contactable reference #2.		**Description of main contract / subcontract stating clearly the type of services constructed**	**Location**	**Contract /subcontract value inclusive of VAT (Rand)**	**Completion / practical completion date**
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					

Contactable reference #3.		Description of main contract / subcontract stating clearly the type of services constructed	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					
Contactable reference #4.		**Description of main contract / subcontract stating clearly the type of services constructed**	**Location**	**Contract /subcontract value inclusive of VAT (Rand)**	**Completion / practical completion date**
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					

Contactable reference #5.		Description of main contract / subcontract stating clearly the type of services constructed	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					
Contactable reference #6.		**Description of main contract / subcontract stating clearly the type of services constructed**	**Location**	**Contract /subcontract value inclusive of VAT (Rand)**	**Completion / practical completion date**
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					

Contactable reference #7.		Description of main contract / subcontract stating clearly the type of services constructed	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					
Contactable reference #8.		**Description of main contract / subcontract stating clearly the type of services constructed**	**Location**	**Contract /subcontract value inclusive of VAT (Rand)**	**Completion / practical completion date**
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Annual Financial Statements Declaration

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

1) The enterprise's financial year end is . . . . . .

2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable

3) The enterprise has compiled its financial accounts [tick one box]:

□ internally □ independently

4) The following statement applies to the enterprise [tick one box and provide relevant information]

□ enterprise has had its financial statements audited;

name of auditor . . . . . .

□ enterprise is required by law to have an independent review of its financial statements

name of independent reviewer . . . . . .

□ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements

5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]

6) The annual turnover for the last financial year is R . . . . . .

7) The total assets as at the end of the last financial year is R . . . . . .

8) The total liabilities as at the end of the financial year is R . . . . . .

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

EVALUATION SCHEDULE 2A: EXPERIENCE OF KEY PERSONNEL: CONTRACT MANAGER

The Contract Manager is the person who takes full responsibility for the delivery of the project, and manages the resourcing, and operations. This person is typically either a director of the company, or reports directly to a director of the company.
The experience of the Contract Manager will be evaluated in relation to the scope of work from various aspects some of which are as follows:

1. General experience and qualifications in relation to the works:

   The Contract Manager's qualifications and general career experience should be demonstrated.

2. Knowledge of issues pertinent to the works.

   The Contract Manager project experience that relates specifically to similar projects in similar areas or locations should be detailed.

The experience of the Tenderer in similar projects or similar areas and conditions in relation to the required works as described in the scope of work **over the last five years** will be evaluated.

A CV of the key person of **not** more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

1 Personal particulars
- name
- date and place of birth
- place (s) of tertiary education and dates associated therewith
- professional awards

2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations (Attach copies of each)
3 Name of current employer and position in enterprise
4 Overview of work experience (year, organization and position)
5 Outline of recent experience that has a bearing on the scope of work

The scoring of the experience of the Contract Manager will be as per the set functionality criteria stipulated before.

The contract manager's CV as well as this schedule should be signed by both the Tenderer and the contract Manager.

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Contract Manager:

_____	_____	_____
Name	**Signature**	**Date**

Tenderer:

_____	_____	_____
Name	**Signature**	**Date**

Tenderer Position: _____

EVALUATION SCHEDULE 2B: EXPERIENCE OF KEY PERSONNEL: SITE AGENT

The Site Agent is the person appointed by the contractor to take full responsibility for the daily operations on site, and manages all resources, plans the day-to-day operations and ensures the quality of workmanship meets the specifications. The Site Agent is also the person who takes instruction from the Project Manager and is the contact point for communications between the contractor and the Project Manager and employer. The experience of the Site Agent will be evaluated in relation to the scope of work from various various aspects some of which are as follows:

1. General experience and qualifications in relation to the works:

   The Site Agent's qualifications and general career experience should be demonstrated.

2. Knowledge of issues pertinent to the works:

   The Site Agent's project experience that relates specifically to similar projects in similar areas or locations should be detailed.

The experience of the Tenderer in similar projects or similar areas and conditions in relation to the required works as described in the scope of work **over the last five years** will be evaluated.

A CV of the key person of **not** more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

1 Personal particulars:
- name
- date and place of birth
- place (s) of tertiary education and dates associated therewith
- professional awards

2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations (Attach copies of each)
3 Name of current employer and position in enterprise
4 Overview of work experience (year, organization and position)
5 Outline of recent experience that has a bearing on the scope of work

The scoring of the experience of the Site Agent will be as per the set functionality criteria as stipulated before:

The site Agent's CV as well as this schedule should be signed by both the tenderer and the site agent.

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Site Agent:

_____	_____	_____
Name	**Signature**	**Date**

Tenderer:

_____	_____	_____
Name	**Signature**	**Date**

Tenderer Position: _____

EVALUATION SCHEDULE 2C: EXPERIENCE OF KEY PERSONNEL: SITE SHEQ OFFICER

The Site SHEQ Officer is the person appointed by the contractor to take full responsibility for the daily occupational health and safety issues on site, and manages safety issues, plans the day-to-day operations and ensures the operations runs smoothly in line with the OHS Safety Regulations and Acts. The Site SHEQ Officer is also the person who advises the Site Agent and the Contract Manager on OHS and safety issues and will be evaluated in relation to the scope of work various various aspects some of which are as follows:

1. General experience and qualifications in relation to the works:

   The Site SHEQ Officer's qualifications and general career experience should be demonstrated.

2. Knowledge of issues pertinent to the works:

   The Site SHEQ Officer's project experience that relates specifically to similar projects in similar areas or locations should be detailed.

The experience of the Tenderer in similar projects or similar areas and conditions in relation to the required works as described in the scope of work **over the last five years** will be evaluated.

A CV of the key person of **not** more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

1. Personal particulars:
   - name
   - date and place of birth
   - place (s) of tertiary education and dates associated therewith
   - professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations (Attach copies of each)
3. Name of current employer and position in enterprise
4. Overview of work experience (year, organization and position)
5. Outline of recent experience that has a bearing on the scope of work

The scoring of the experience of the Site SHEQ Officer will be as per the set functionality criteria stipulated before:

The site Agent's CV as well as this schedule should be signed by both the tenderer and the site agent.

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Site SHEQ Officer:

_____	_____	_____
Name	**Signature**	**Date**

Tenderer:

_____	_____	_____
Name	**Signature**	**Date**

Tenderer Position: _____

Schedule 4: Anticipated Employment Schedule

The tenderer is to provide anticipated employment generation that the tenderer anticipates for the execution of the Contract both in terms of number of persons and total person days for each category provided. The number of personnel should include the personnel employed by sub-contractors.

Number of persons planned to be employed																
Occupational Category	**Total**		**Adult**				**Youth**				**Disabled**					
			Female		**Male**		**Female**		**Male**		**Female**		**Male**			
	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days		
Clerical																
Labourer																
Managerial																
Semi-skilled																
Skilled																
Supervisor																
Total																

Note:
- Each person may only be counted once. If a person falls into more than one category, disabled persons take preference, then youth, then adults.
- The Tenderer must include all occupational categories that are required for the project (Clerical, Labourer, Managerial, Semi-skilled, Skilled and Supervisor).

Definitions for each target group are included in the Part C3 Scope of Work, Section 2.0

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Schedule 5: Tenderer's Financial Standing

The Tenderer is required to provide information necessary for the Employer to evaluate the Tenderer's financial standing.

The Tenderer is requested to provide the following details of it's banker and bank account that it intends to use for project, in order for the Employer to obtain a Bank Rating for the value tendered and over the envisaged contract period.

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

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

Telephone number: ..... Facsimile number: .....

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

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

Tender Assessment Schedule (NEC3 ECC – Main Option B)

Tenderers are required to tender a total of Prices and a percentage for overheads and profit added to Defined Cost for people and a percentage for overheads and profit added to other Defined Cost. The NEC3 Engineering and Construction Short Contract defines Defined Cost and requires any additions or omissions to the contract and compensation events to be based on the effect of the addition, omission or event on Defined Cost i.e. the effect on people employed by the Contractor, Plant and Materials, work subcontracted by the Contractor and Equipment. The tendered percentages for overheads and profit are added to Defined Cost in order to establish the changes in the Prices. It is therefore important to assess the potential impact of these percentages on the final Price of the contract and to encourage tenderers to tender realistic percentages. This is best achieved by reducing tenders to a common base in terms of this Tender Assessment Schedule.

The parameters tendered in the Contract Data by the *Contractor* are to be reduced to a common base for comparative purposes as follows:

Tendered total of the Prices (from Summary to Bill of Quantities) R..... (1)

Employer's assumption regarding the quantum of compensation events for tender evaluation purposes:

Assumed value of compensation events:

= 15 % of Tendered total of the Prices

= 15 / 100 x (1) = R..... (2)

Assessing the impact of the tendered fee percentages in the contract data associated with compensation events

= assumed value of compensation events x (0,50 x p1 + 0,50 x p2)

= (2) x (0,50 x...../ 100 + 0,50 x..... / 100) = R..... (3)

Where p1 = *direct fee percentage*
p2 = *subcontracted fee percentage*

Assessing the impact of the tendered fee cost parameters in the contract data associated with the compensation events

Employer's estimates of the impact of tendered parameters on Defined Cost for comparative purposes:

1	2	3	4	5
Subcomponent	**Estimated percentage** Of (2)	**Tendered percentages (from Contract Data: Part 2 – Data provided by the *Contractor*)**	**Adjustment**	
			Calculation	**Rand (Amount)**
Equipment ex published lists element	5%	Percentage for adjustment for Equipment in the published lists + / - . . . . . %	(2) x column 2 / 100 x column 3 / 100	
People	20%	Percentage for people overheads ..... %		
Total 1 (3)				

Comparative offer for tender evaluation purposes

= (1) + (3)

. . . . . + ...

= R. . . . . .

C1.1 Form of Offer and Acceptance

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of works as described in Part 1 of the Contract Data.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words).....

.....Rands;

R..... (in figures)

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* **in** the conditions of contract identified in the Contract Data.

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer:

.....

(Insert name and address of organisation)

Name of Witness .....

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

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two (2) weeks of receiving an appointment letter or completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, **this agreement comes into effect on the date when the tenderer receives an appointment letter or one fully completed original copy of this document, including the Schedule of Deviations (if any).** Unless the tenderer (now *Contractor*) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s) ..... Date: .....

Name(s) .....

Capacity .....

for the Employer University of the Venda, Private Bag X5050, **THOHOYANDOU,** 0950

(Insert name and address of organisation)

Name of Witness .....

Signature(s) ..... Date: .....

Schedule of Deviations (Should the space not be sufficient please attach additional page behind this page).

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

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

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

Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Engineering and Construction Contract (Third edition of June 2005 with amendments June 2006 and April 2013) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the First Edition of June 2005 may be downloaded from https://www.neccontract.com/getmedia/b78e52ca-a375-44dc-8098-e86499503213/OptionB.pdf.aspx)

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract which requires it.

Part one - Data provided by the *Employer*

1 General

The *conditions of contract* are the core clauses and the clauses for Main Option

B: **Priced contract with bill of quantities**

W1: **Dispute resolution procedure – Arbitration**

X1: **Price-Adjustment for inflation**

X2: **Changes in the law**

X5: **Sectional Completion**

X7: **Delay damages**

X13: **Performance Bond**

X16: **Retention**

X17: **Low performance damages**

Z: ***Additional conditions of contract***

of the NEC3 Engineering and Construction Contract (June 2005)

10.1 The *Employer* is the University of the Venda as represented by **the Director of Facilities Management Offices.**

Name: **Mr. A Magadani**
Address: **University Road,**
Thohoyandou,
Limpopo Province
Tel: **015 – 962 8312**
Fax: **015 – 962 8222**
Email: **facilities@univen.ac.za**

10.1 The *Project Manager* is:

Name: KMS Architects (Pty) Ltd
Address: Kruger Park Office Park, Unit no. 7, 100 Marshall Street, Polokwane, 0699
Tel: 015 590 0995
Fax: 086 767 8079
Email: admin@kmsarch.co.za
p.kagori@kmsarch.co.za
r.masia@kmsarch.co.za

10.1 The *Supervisor* is:

Name: KMS Architects (Pty) Ltd
Address: Kruger Park Office Park, Unit no. 7, 100 Marshall Street, Polokwane, 0699
Tel: 015 590 0995
Fax: 086 767 8079
Email: admin@kmsarch.co.za
p.kagori@kmsarch.co.za
r.masia@kmsarch.co.za

The actions of the Supervisor relating to the notification of tests and inspections and their results (clause 40.2), the watching of tests (clause 40.3), the undertaking of tests and inspection before delivery (clause 40.5), the notification of the outcome of tests (clause 41.1), instructions to search for defects (clause 42.1), notification of defects (clause 42.2), issuing of defect certificates, are delegated as follows:

Architects

KMS Architects (Pty) LTD
P. O. Box 1206
POLOKWANE
0700

Kruger Park Office Park, Unit no. 7
100 Marshall Street
POLOKWANE
0699

Tel: (015) 590 0995
Fax: 086 767 8079
Email: admin@kmsarch.co.za
p.kagori@kmsarch.co.za
r.masia@kmsarch.co.za

Civil Engineers

Endecon Ubuntu (Pty) Ltd Engineering Consultants
P.O. Box 477
FAUNA PARK
0787

128 Suid Street
POLOKWANE
0699

Tel: (015) 291 3363
Fax: 086 662 9244
Email: lufuno@endecon.co.za

Structural Engineers

Endecon Ubuntu (Pty) Ltd Engineering Consultants
P.O. Box 477
FAUNA PARK
0787

128 Suid Street
POLOKWANE
0699

Tel: (015) 291 3363
Fax: 086 662 9244
Email: willie@endecon.co.za

Mechanical Engineers

Muteo Consulting
P O Box 6196
POLOKWANE
0700

39 Grobler Street
POLOKWANE
0699

Tel: (015) 291 4065
Fax: (015) 291 4043
Email: londanim@muteo.co.za

Electrical Engineers

Muteo Consulting
P O Box 6196
POLOKWANE
0700

39 Grobler Street
POLOKWANE
0699

Tel: (015) 291 4065
Fax: (015) 291 4043
Email: vonanif@muteo.co.za

Quantity Surveyors

KC Maiwashe & Associates

P.O. Box 3102
POLOKWANE
0700

No. 130 Suid Street
POLOKWANE
0699

Tel: (015) 291 1163
Fax: (015) 291 1142
Email: khathu@kcmqs.co.za
tinyiko@kcmqs.co.za

Occupational Health and Safety

University of Venda
Private Bag X5050
THOHOYANDOU
0950

Mphephu Drive
Opposite Khoroni Hotel
THOHOYANDOU
0950

Tel: (015) 962 8501
Fax: (015) 962 8222
Email: Thabelo.Makanise@univen.ac.za

Landscaping, vegetation and Environmentalist	N/A
Environmental Consulting	N/A

11.2(3) The *completion date* for the whole of the *works* is **six (6) months from the starting date.** 11.2(9)

The *key date*s and the *condition*s to be met are:

	***Condition* to be met**	***key date***
1	Complete Construction of all building works	six (6) months from starting date

11.2(13) The ***works*** are the extension of existing builidngs and related siteworks at **UNIVEN Nursing Science Simulation Building.**

11.2(14) The following matters will be included in the **Risk Register**

1 Potential Health Outbreak.

2 Potential Health Epidemic.

3 Potential Health Pandemic.

4 Potential strike by students.

5 Non-payment of domestic sub-contractors and labourers by contractor.

6 Non-payment of Nominated / Selected sub-contractors by contractor.

7 The location of underground power and water supply and drainage on site is not known.

8 The location of underground power and water supply and drainage on site is not known.

11.2(15) The ***boundaries*** *of the site* are shown in the Site Information.

11.2(16) The Site Information is in Part C4: Site Information

11.2(19) The Works Information is in Part C3: Scope of Work

12.2 The ***law of the contract*** is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

13.1 The ***language*** *of this contract* is English

13.3 The ***period*** *for reply* is two (2) weeks

2 The Contractor's main responsibilities

No data is required for this section of the *conditions of contract.*

3 Time

30.1 The ***access dates*** to the whole of the works **within two weeks** of the ***starting date***.

31.1 The *Contractor* is to submit a first programme for acceptance **within two weeks** of the ***starting date***

31.2 The ***starting date*** is **two weeks** after the Contractor receives a letter of appointment from the client, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance. The original fully completed document may be handed over to him later **BUT** will have all schedule of deviations (if any) as contained in the Form of Offer and Acceptance and captured in the letter of appointment.

32.2 The *Contractor* submits **revised programmes** at intervals no longer than **5 weeks**.

4 Testing and Defects

42.2 The ***defects date*** is **12 weeks** after Completion of the whole of the works except that the defects date for the electrical and mechanical systems is 52 weeks

43.2 The ***defect correction period*** is **two weeks** except that the ***defect correction period*** for **plumbing and electrical work is two days**

5 Payment

50.1 The *assessment interval* is monthly.

51.1 The *currency of this contract* is the South African Rand.

51.4 The interest rate on late payment is the prime lending rate.

6 Compensation events

60.1(13) The place where weather is to be recorded is at the nearest South African Weather Bureau station to the Site.

The *weather measurements* to be recorded for each calendar month are

1) the cumulative rainfall (mm)
2) the number of days with rainfall more than 10 mm
3) the number of days with minimum air temperature less than 0 degrees Celsius
4) the number of days with temperatures above 35 degrees Celsius

The place where weather is to be recorded (on the Site) is **UNIVEN Nursing Science Simulation Building** site.

The *weather data* are the records of past *weather measurements* for each calendar month which were **recorded at the University of Venda** or **closest area** as recorded by the SA Weather Bureau.

7	**Title**
	No data is required for this section of the *conditions of contract*.
8	**Risks and insurance**
82.1	The Employer provides these insurances: The Employer has insured itself against the acts and omissions of persons acting on its behalf and its students and staff are insured during the course and scope of the Employer's business. The Employer's maximum liability will be limited, whether for a single or multiple event, to the extent of its insurance cover herein.
82.1	The Contractor provides these insurances: 1 The Contractor must insure itself against liability arising out of or due to its fault or the fault of any of its employees, agents, associates or other persons acting on its behalf. Such coverage must be on terms satisfactory to and in an amount considered appropriate by **the Client's Insurance** Brokers. The Service Provider must provide proof to the satisfaction of the **Client** that such insurance cover has been taken out. 2 Loss or damage to equipment for a sum sufficient to provide for their replacement. 3 Loss or damage to Plant and Materials which are outside of the working areas and which are marked by the Supervisor for the contract in accordance with the provisions of the contract sufficient to cover their replacement. 4 Public Liability to the Sum of **R 20 million.** 5 Replacement cost to the Sum of **Contract sum + 20%.** 6 Cover of existing surrounding buildings to the amount of R 15 million
9	**Termination**
	There is no Contract Data required for this section of the *conditions of contract*.
10	**Data for main Option clause**
B	**Priced contract with bill of quantities**
60.6	The *method of measurement* is stated in Part C2.1: Pricing Assumptions
11	**Data for Option W1**
W1.1	The *Adjudicator* is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).
W1.2(3)	The *adjudicator nominating body* is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).

W1.4(2) The *tribunal* is arbitration

W1.4(5) The *arbitration procedure* is as set out in the Rules for the Conduct of Arbitrations Fifth Edition 2005 published by the Association of Arbitrators (Southern Africa)

The place where arbitration is to be held is Johannesburg, or anywhere as chosen by the arbitrator.

The person or organisation who will choose an arbitrator
- if the Parties cannot agree a choice or
- if the *arbitration procedure* does not state who selects an arbitrator,

is the Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X1 Price Adjustment for inflation

CALCULATION OF ADJUSTMENT

1. The adjustment for price inflation should be calculated based on the latest Construction Material Indices P0151.1 as issued by the Department of Statistics South Africa. The principal agent shall calculate an adjustment amount for each valuation period in respect of each work group by the application of the formula:

$$A = 0.85 \times V ((Xe/Xo)-1)$$

Where:
- A = the **adjustment amount**
- 0.85 = a constant which provides for a 15% non-adjustable element.
- V = the **work value** in such **work group** and the **valuation period**.
- Xe = the value of the **index** applicable to such **work group** and the **valuation period** for the calendar month during which the **payment certificate** is dated.
- Xo = the value of the **index** applicable to such **work group** for the **base month.**

2. The adjustment amount shall be:

2.1 Shown separately in a statement supporting a **payment certificate** issued according to the agreement

2.2 the net amount to be added to or deducted from the **contract value**

2.3 Inclusive of work carried out by nominated or selected subcontractors, which shall be irrespective of whether or not the **agreement** provides for a cash discount to the **contractor** in respect of any amounts due. **Adjustment amount** payment to such subcontractors shall not be subject to any such discount.

2.4 Subject to the same conditions in respect of retention, any other form of security or any other monies due to or from the **contractor** in terms of the **agreement**.

3. The non-adjustable elements of the formula represent the portion of the works for which the **contractor** carries risk of inflation.

4. UNFIXED MATERIALS

4.1 The value of unfixed materials included in a payment certificate shall be:

4.1.1 Allocated to work groups

4.1.2 Added to the work value in the same work group

4.1.3 Adjusted by application of the formula

4.2 Any unfixed materials valued at current rates shall not be subject to adjustment

5. AVERAGING OF INDICES

5.1 Should any interval between consecutive payment certificates **include more than one** index **value following**

last one used for the earlier payment certificate, **the adjustment amount shall be calculated using the average of all such** index **values for each** work group.

X2 Changes in the law

No data is required for this Option

X5.1 The completion date for each section of the works is:

N/A

X5 & X7 Sectional Completion and delay damages used together

X7.1 Delay damages for late Completion of the *works* are:

0.05% of the contract value per calendar day

X13 Performance bond

X13.1 The form of the performance bond is in the form set out in the document 1.3 Securities: Performance Bond

The amount of the performance bond is **7.5%** of the total of Prices in the Form of Offer and Acceptance.

X16 Retention

X16.1 The *retention free amount* is R0.00.

The *retention percentage* is **5.0 %**

X17 Low performance damages – N/A

X17.1 In the event that the *Contractor* fails to substantiate that any failure to achieve the Contract Participation Goal specified in the Scope of Work was due to quantitative under runs, the elimination of items, or any other reason beyond the *Contractor's* control which may be acceptable to the *Employer*, the *Contractor* pays to the *Employer* a financial penalty calculated in the following manner:

$$P = 0{,}15 \times \frac{(D - Do)}{(100)} \times N_A$$

where D = the Contract Participation Goal specified in the Scope of Work.
Do = the Contract Participation Goal which the *Employer's* representative based on the credits passed, certifies as being achieved upon completion of the Contract.
N_A = Net Amount
P = Rand value of penalty payable

X17.1 In the event that the Contractor damages any **services supply, roads, and buildings etc**. that will need repair, the low performance damages will be based on the value as calculated by the **Project Manager** and the **Supervisor** supported by detailed breakdowns.

Z *Additional conditions of contract*

The *additional conditions of contract* are:

Z1 Tax invoices

The *Contractor*'s invoice.

The Contractor submits his valid tax invoice within one week after receiving a payment certificate from the *Project Manager* in terms of clause 51.1.

Change the payment period to thirty (30) days from receipt of invoice and all other documentation required by the Project Manager.

Where the Contractor does not submit his valid tax certificate within the time required:

- the period within which payment is made in terms of clause 51.2 and
- the time allowed in clause 91.4

Are extended by the length of time from the date when the Contractor should have submitted his valid tax invoice to the date when he does submit it.

Z2 Communications

Add to the end of the first sentence in core Clause 13.1:

"excluding communication by a communications protocol allowing the interchange of short text messages between mobile telephone devices"

Z3 Selection and appointment of the *Adjudicator*

A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za) whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator*. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, June 2005.

Z4 Notification of a compensation event

Replace "eight weeks" in clause 61.3 with "four weeks".

Z5 Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Contractor* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Contractor* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Contractor* contemplated in section 37(2).

Z6 Insurance claims

In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the *Employer* the *Contractor:*

a) in addition to any statutory requirement or other requirements contained in the contract immediately notifies the *Employer's* Insurance Brokers and the *Project Manager* giving the circumstances nature and an estimate of the loss or damage or liability.
b) completes a Claims Advice Form available from the Insurance Brokers to whom the form is returned without delay and provides a copy of such claim to the *Project Manager*.
c) negotiates the settlement of claims with the Insurers through the *Employer's* Insurance Brokers and when required to do so obtains the *Employer's* approval of such settlement.

The *Employer* and Insurers have the right to make all and any enquiries on the Site or elsewhere as to the cause and results of any such occurrence and the *Contractor* co-operates in the carrying out of such enquiries.

Z7 **Insurance cover taken out by the Contractor**

Insurance cover which the *Contractor* is required to take out in terms of the contract shall contain terms acceptable to the *Employer's* insurance broker. A reason for not accepting the cover is that it does not comply with the contract.

Without detracting from the liability of the *Contractor* as set out in this Contract, the *Contractor* must at all times while this Contract is in force maintain insurance cover satisfactory to the *Employer's* insurance brokers, including professional indemnity and public liability insurance which adequately insures against all the liabilities imposed by this Contract.

Before starting work under this Contract, the *Contractor* shall be fully insured against loss or damage to the *Contractor's* vehicles, tools and any other Equipment owned or operated by the *Contractor*.

The *Contractor* shall forward proof of its insurance cover specified in this Contract to the *Employer* on or before the *start date* and thereafter the terms shall not be altered without the consent of the Employer. Proof of payment of premium on the policy shall be furnished to the *Employer*. This clause shall not limit the *Contractor's* right to source and transfer cover to another insurance company acceptable to the *Employer* along similar lines to those agreed between the Parties, provided that the *Contractor* shall notify the *Employer* at least 30 (thirty) days before effecting such change.

The *Contractor* shall ensure each sub-contractor is insured against the sub-contractor's corresponding liabilities.

Insofar as either Party is liable in law therefore, the Parties' have insured themselves against the acts and omissions of persons acting on such Party's behalf and the Parties' registered students and staff are insured during the course and scope of their registered courses and within the scope of the Parties' business. Wits' maximum liability will be limited, whether for a single or multiple event, to the extent of its insurance cover

Z8 **Transfer of rights**

The *Employer* owns the *Contractor's* rights over materials prepared by the *Contractor* for this contract, unless otherwise stated in the Works Information. The *Contractor* obtains other rights for the *Employer* as stated in the Works Information and obtains from a Subcontractor equivalent rights for the *Employer* over material prepared by the Subcontractor. The *Contractor* provides to the *Employer* the document which transfers these rights to the *Employer*.

Z9. **Design: Schedule of cost components and shorter schedule of cost components**

Delete clause **5 Manufacture and fabrication** and clause **6 Design**

Replace 11.2(22) with:

Defined Cost is the:

- cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not, and
- the amount paid to Subcontractors for the manufacture and fabrication of Plant and Materials which are wholly or partly designed specifically for the works and manufactured or fabricated outside the Working Areas, and cost of design of the works and Equipment done outside the Working Areas

excluding the cost of preparing quotations for compensation events

Z10. **Retention**

Replace the last paragraph in X16.2 with the following:

The amount retained remains at this amount until the Defects Certificate has been issued for works other than the electrical and mechanical systems of the works identified in the Package Order. This amount is halved in the next assessment after the issuing of such Defects Certificate and remains the same until the Defects Certificate for the identified electrical and mechanical system has been issued. No amount is retained in the assessments made after the last Defects Certificate has been issued.

Z11. **Compensation Event**

Change the 0.5% in clause 60.4 to 20%.

Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Engineering and Construction Contract (Third edition of June 2005 with amendments June 2006 and April 2013) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the First Edition of June 2005 may be downloaded from https://www.neccontract.com/getmedia/b78e52ca-a375-44dc-8098-e86499503213/OptionB.pdf.aspx)

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

Part two - Data provided by the *Contractor*

10.1	The *Contractor* is (Name): Address Tel No. Fax No. Email
11.2(8)	The *direct fee percentage* is .....% The *subcontracted fee percentage* is.....%
11.2(18)	The *working areas* are the Site.
11.2(14)	The following matters will be included in the Risk Register **(Should the space not be sufficient please attach additional page behind this page).**

B	**Priced contract with bill of quantities**
11.2	The bill of quantities is in Part C2.2: Bill of Quantities
11.2(31)	The tendered total of the Prices is in Part C1.1 Form of Offer and Acceptance

	Data for the Shorter Schedules of Cost Components (SSCC)
41 in SSCC	The percentage for people overheads is .....%
21 in SSCC	The published list of Equipment is the last edition of the list published by the Contractor's Plant Hire Association in their publication Hire SA in Africa (tel: 011-293-7457)
	The percentage for adjustment for Equipment in the published list is ..... % (state plus or minus)

University of Venda
Creating Future Leaders

Part C1.3 Securities: Performance bond (for use with Option X13)

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

[Insert Contractor's name and registered address]

Bank reference No.
Date:

Dear Sirs,

Performance Bond – Demand Guarantee for *[insert name of Contractor]* required in terms of contract *[insert Contractor's contract reference number or title]*

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	***[Insert name of Bank, Branch (if applicable) and Registration Number]***
1.2	"Bank's Address" means	***[Insert physical address of Bank]***
1.3	"Contract" means	the written agreement relating to providing the *works*, entered into between the *Employer* and the *Contractor*, on or about the ..... day of .... 20... ***(Insert Contract Reference No.)*** as amended, varied, restated, novated or substituted from time to time;
1.4	"*Contractor*" means	***(insert name of Contractor)***, a company registered in accordance with the laws of the Republic of South Africa under Registration No ***(insert registration number)***.
1.5	"*Employer*" means	***(insert name of Employer)***
1.6	"Expiry Date" means	the earlier of • the date that the Bank receives a notice from the Employer stating that Completion has been achieved and all notified Defects within two months of Completion have been corrected, or • the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the *Employer*.
1.7	"Guaranteed Sum" means	the sum of R.....(in figures) and .....in words
1.8	"*works*" means	***[insert details from Contract Data part 1]***

2. ***At the instance of the Contractor, we the undersigned*** _____

and _____, ***in our respective capacities***

as _____ ***and*** _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the Employer as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the Employer, on written demand from the Employer received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- be signed on behalf of the *Employer* by a director of the *Employer*;
- state the amount claimed ("the Demand Amount');
- state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be **delayed**, by the fact that a dispute may exist between the *Employer* and the *Contractor*.

6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.

7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.

8. This Guarantee:

- shall expire on the Expiry Date until which time it is irrevocable;
- is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
- shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- shall be regarded as a liquid document for the purpose of obtaining a court order; and
- shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa;
- will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at ..... on this ..... day of 20

For and on behalf of the Bank

Bank Signatories(s)	.....	
Name(s) (printed)	.....	
Witness(s)	.....	
Bank's seal or stamp	.....	

University of Venda
Creating Future Leaders

C2: Pricing Data

C.2.1 Pricing assumptions (Option B)

C.2.1.1 General

C.2.1.1.1 The *Contractor* is paid under Option B (Bill of quantities) for completed work i.e. work without Defects. Option B is a re-measurement contract and the bill comprises only items measured in terms of the standard method of measurement using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

C.2.1.1.2 The method of measurement is the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:

a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of Civil Engineering Standard Method of Measurement – Southern African edition.

C.2.1.1.3 Use is made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

C.2.1.1.4 Information in the Bill of Quantities is not Works Information or Site Information (see clause 20.1 and 55.1). Accordingly, instructions to do work or how it is to be done are not included in the Bill, but in the Works Information as the *Contractor* Provides the Works in accordance with the Works Information. The Bill of Quantities is only a pricing document.

C.2.1.1.5 The Bill of Quantities needs to be read in conjunction with the drawings identified in the Works Information.

C.2.1.1.6 In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in the Pricing Assumptions, the latter shall prevail.

C.2.1.1.7 The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m^2	square metre
m^2-pass	square metre pass
m^3	cubic metre
m^3-km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.1.2 General assumptions

2.1.2.1 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

2.1.2.2 The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

2.1.2.3 An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities.*

2.1.2.4 All Prices in the Bill of Quantities exclude VAT, while the total of Prices reflected in the Form of Offer and Acceptance includes VAT.

C.2.1.3 Compensation events

C.2.1.3.1 The Shorter Schedule of Cost Component *is generally used to assess compensation events.* **Clause 63.13** provides that the rates and Prices in the Bill of Quantities may by agreement be used as a basis for assessment of compensation events instead of Defined Cost.

C.2.1.3.2 The Shorter Schedule of Cost Component establishes what is included and excluded under each component and how cost is assessed.

C.2.1.3.3 The Site is the area within the boundaries of the site and the volume above and below it which are affected by work included in the contract. This area will comprise locations provided by the *Employer* for the works. The *Contractor* may establish depots or use areas of land for the purposes of the contract which are distant from the Site, e,g, borrow pits or compounds, in which case he should describe such areas in the working area in the Contract Data: Part 2 – Data provided by the *Contractor* (see data associated with clause 11.2(18)). Cost for people, certain charges and Equipment in these areas will be included in the SSCC. If no such areas are described, all work undertaken off site is covered by the Fee.

C.2.1.3.4 Mistakes which are departures from the rules for item descriptions or division of work into items in the method of measurement, ambiguities or inconsistencies in the Bill of Quantities are compensation events.

C.2.1.3.5 A difference between the final total quantity of work done and the quantity for an item stated in the Bill of Quantities which delays completion or the meeting of the Condition stated for a Key Date is a compensation event.

C.2.1.3.6 A difference between the final quantity of work done and the quantity stated for an item in the Bill of Quantities not arising from a change in Works Information is a compensation event if it causes the Defined Cost per unit of quantity to change and the final Price for the item is more than 20% of the total of Prices at the Contract Date.

C.2.1.3.7 Work associated with any budgetary allowances and prime costs are dealt with as compensation events.

C2.1.3.8 Values included in the Bill of Quantities as Provisional Sums are identified as estimated values which are to be subcontracted in accordance with the subcontracting procedures included in the Scope of Works. The value of the Provisional Sum is adjusted according to the agreed subcontracted amount identified through the subcontracting procedures, and agreed with the Employer.

C.2.2 Bill of quantities

REFER TO VOLUME 2 OF THE TENDER PACKAGE.

C3: Scope of work

1 Description of the works

1.1 Employer's objectives

The **University of Venda** is continuously improving and expanding the facilities on its campus, **University Road, Thohoyandou.**

The University's objectives are **to Extend the Existing Nursing Science Simulation Building for**:

- Student, staff and community
- Deliver improved and expanded facilities in terms of predetermined parameters relating to function, time, cost and quality

1.2 Overview or the works

The scope of the works has been developed through a series of consultative and considered exercises to arrive at a design that will advance the development of the **University of Venda's Nursing Science Studies.**

1.3 Extent of the works

The works comprises Additions and Alterations to the existing building by adding **Nursing Science Simulation Building**.

1.4 Location of the works

The site is located on the **University of Venda, University Road, Thohoyandou**.

2 Participation of target groups in the performance of the contract

2.1 The contractor shall in the performance of the contract engage targeted enterprises and / or targeted labour in accordance with the provisions of the SANS 10845-Part 8, *Participation of Targeted Labour in contracts*, in the performance of the contract in accordance with the following specification data. (Copies of SANS10845-Part 8 can be obtained from the SABS Store available at https://store.sabs.co.za/)

Clause	Data
2.6	The employer's representative is the Project Manager identified in the Contract Data
2.8	Targeted labour is South African citizens who permanently reside within the target areas who do not supervise the work of others and who are recognised as such by members of the community residing within the target area.
2.9	**Target Areas** **The target area 1** are villages and townships within 10km radius from site. **The target area 2** is an area that falls within a 50 km radius of their site.
3.1	The following weightings between these target areas applies: • Target area 1 - 1.0 • Target area 2 - 0.8
3.1	Three contract participation goals are to be met for the following target groups: • 35% for women who permanently reside in the target areas • 15% for youth (between 18 and 35 years of age) who permanently reside in the target areas • 2% for persons with disabilities who permanently reside in the target areas Youth are persons who turn between 18 and 35 years of age during the calendar year. Disabled are persons who receive disability grants from the state. The tenderer shall make every effort to employ persons in such a manner as not to jeopardise any grants that the persons receive following the conclusion of the contract.

2.2 The Contractor shall prepare their Contract participation goal implementation plan (Annex C of SANS10845-Part 8) for the contract within 2 weeks of the *starting date*.

2.3 The Contractor shall prepare the Contract schedule for targeted labour contained in Annex F of SANS10845-Part 8 on a monthly basis, and this shall be attached to each certificate as at the measurement date. Supporting information as required by the Project Manager shall be attached to such a schedule.

3 Procurement

3.1 Scope of mandatory subcontracting works.

- Except for Provisional Sums, there are no mandatory portions to be sub-contracted, however, 30% of the works should be sub-contracted based on the requirements, this should be sub-contracted based on normal sub-contracting agreements and only sub-contractors who are willing to enter into agreements based on normal processes and sub-contracting agreements should be considered.

3.2 Subcontracting procedures

The contractor shall advertise and call for competitive tenders or quotations in respect of each portion of the works that they required to be subcontracted in terms of Section 3.1 of the Scope of Work, in accordance with the *National Treasury Standard for Infrastructure Procurement and Delivery Management*. The Contract Data in the associated procurement documents shall be based on the **NEC3 Engineering and Construction Short Subcontract**, with minimal project specific variations and amendments that do not change their intended usage.

The *Employer* together with the *Contractor* shall evaluate the tenders received in accordance with the provisions of *SANS 10845-Part 3 Standard Conditions of Tender*. The evaluation panel shall comprise equal representatives from the *Employer* and from the *Contractor*.

The *Contractor* shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission

The *Contractor* shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

3.3 Subcontracting for other purposes

The Contractor shall:

3.3.1 Work to be subcontracted

The Contractor may elect to Subcontract portions of the Works, with the exception of the management of the Works.

3.3.2 Approval of subcontractors

Unless accepted otherwise by the **Project Manager**, subcontract only to contractors and suppliers to be mutually agreed between the **Contractor** and **Project Manager**.

3.3.3 Subcontracting procedure

Subcontract in accordance with the following minimum requirements:

3.3.3.1 Subcontract terms and conditions to be used.

Be advised that in order to minimise exposure to adverse risks and assist compliance with the conditions of contract, the Contractor should use only NEC contracts, namely the NEC

- Engineering and Construction Subcontract (ECS), or
- Engineering and Construction Short Contract (ECSC).

3.3.3.2 Preparation of subcontract documents and issue of subcontract tenders

The Contractor is responsible for producing subcontract documentation at his cost. Subcontract tenders shall be issued and controlled by the Contractor. The subcontracting procedure for any subcontracted work outside of that specified in 3.1 above shall be conducted by the Contractor.

3.3.3.3 Receipt, evaluation and adjudication of subcontract tenders, and award of subcontracts.

The Contractor shall undertake all evaluation of offers for work that they wish to subcontract, and upon identification of their preferred subcontractor, shall inform the **Project Manager** of their choice for acceptance (which shall not be unreasonably withheld). The **Project Manager** shall review the proposed submission from the subcontractor, their experience, capacity and capability, and shall notify the Contractor of any potential risks or concerns regarding the subcontractor's appointment within a period of 7 days, failing which acceptance will be deemed to have been granted.

3.4. Human Resources - hiring of labour

The Contractor shall:

3.4.1 Conditions of employment:

When employing people to do work in the Working Areas, use conditions of employment which are not less favourable than those applicable to similar work being carried out on or in the vicinity.

3.4.2 Source / Nationality of labour

Wherever possible use people whose normal place of abode is within a reasonable commuting distance from the Working Area. It must be noted that the Contractor is required to meet the Contract Participation Goal for Targeted Labour stated in the Scope of Work.

3.4.3 Permits to work

Ensure that all people doing work in the Working Areas are in possession at all times of the necessary security / entrance permits, and (national) work permits in the case of non-resident persons.

The contractor should ensure that the workers and all his staff are identifiable by wearing PPE with the Company Logo as well as having entrance cards that are issued by the **University of Venda Protection Services.**

3.4.4 Contractor's risk

Accept that refusal or associated delay or inconvenience in the granting of such permits is a Contractor's risk and will not be compensated for by the Employer. This applies irrespective of any assistance given or procedure imposed by the Employer, or others.

3.4.5 Industrial relations

Maintain an up to date and pro-active stance in the promotion and handling of industrial relations

4 Works specifications

4.1 General

The Contractor shall only incorporate in the works materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

a) fit for their intended purpose; and

b) capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

4.2 The construction of elements of the building that are the subject of National Building Regulations shall, unless otherwise indicated on the construction drawings or elsewhere specified in the Scope of Work, be in accordance with the relevant provisions of the corresponding part of SANS 10400, *The Application of National Building Regulations.*

NOTE: Sub-regulation A14(1)(a) (Construction) of the National Building regulations requires that the construction of any building or element shall be such that the building or element as constructed does not compromise the design intent of any design solution that satisfies the requirements of a functional regulation." This sub-regulation is deemed to be satisfied if such construction satisfies the requirements of the relevant Part of SANS 10400.

4.3 Specification Data for SANS 2001 standards for construction works

4.3.1 The South African National Standards, which can be purchased online from www.sabs.co.za, make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

4.3.2 There is no variation to the following standards:

- SANS2001-CC1
- SANS2001-CM1
- SANS2001-EM1

4.4 Overview of works

The scope of works has been developed through a series of consultative and considered exercises to arrive at a design that will advance the development of the **University of Venda.**

4.4.1 Nursing Science Building

This scope of the works entails the Addition to the existing building by adding Nursing Science Simulation Building.

4.4.2 Design of Services

The following design criteria have been adopted:

All the Civil Engineering Services are to be designed and constructed in accordance with the CSIR's Guidelines for Human Settlement Planning and Design Manual - Vol. 2, as well as the applicable SANS/SABS 1200 Specifications.

The Structural Design needs to comply with relevant SANS/SABS Design Codes:

- 0100: Concrete
- 0160: Steel
- 0162: Wood
- 0160: Load

4.5. Site Services

The layouts of the respective services to be constructed are included as per the attached set of drawings.

4.5.1 Superstructures

- Construction of walls.
- New timber doors internally and externally.
- New timber roof construction

4.5.1 Foundations

Foundations will be reinforced strip-footings and bases. Details will be issued on the Construction Drawings.

Excavations for foundations are to be approximately 1000mm deep below the bottom of bases and footings and filled with imported material compacted to 93% Mod AASHTO Density prior to casting of 30Mpa concrete to reinforced strip-footings and bases.

4.5.1 Surface beds

Surface beds will be cast on top of imported material imported to site and compacted in 150mm thick layers at 93% Mod AASHTO Density.

Surface beds will consist of 100mm thick 30Mpa concrete slab with mesh reinforcing.

4.5.2 Locks

- New locks for new timber doors internally.

4.5.3 Windows

- Windows will be new aluminium windows.

4.5.4 Floor finishes

- Vinyl sheeting and porcelain tiles.

4.5.5 Wall finishes

- New wall tiles in the bathrooms
- New vinyl sheeting in walls.

4.5.6 Painting

- Painting to door frames.
- Painting to new walls, fascia and barge boards

4.5.7 Plumbing and Drainage

- New sanitary fittings.
- New water and sewer reticulation.

4.6 Storm water

Storm water from roofs and downpipes shall to be diverted away from the new buildings towards the natural slope of the surrounding areas and in some instances to the existing stormwater system. All measures should be taken to prevent erosion and transportation of silt to the nearby river and stormwater system.

4.6.1 Procurement:

The Contractor will be required to utilise the procurement procedures stated in 3.2 of this Scope of Work.

4.7 Electrical Works

4.7.1 Extent of Electrical Works

The extent of electrical work required for the project will be designed by the Electrical Engineers. Detailed installation requirements will be issued to the Contractor, who will be required to prepare and subcontract such works in accordance with the provisions of 3.2 of the Scope of Works.

The following installations will be included as part of the electrical works:

- Electrical and associated Installation
- Fire detection
- Access control
- Lighting installations for various areas
- Suitable power supply for HVAC installations.
- Power metering requirements for separate areas of the project.

Electricity supply to the site is existing and sufficient for the purposes.

Internal infrastructure will consist of supplies from an existing main low voltage distribution board, which will provide feeders for sub-distribution boards, various building distribution boards, site lighting, and miscellaneous other site services as required. Sub-distribution boards will be located within distribution cupboards, or built into brickwork. These will provide feeders for lighting circuits, normal power plug circuits, dedicated power plug circuits, HVAC circuits and other miscellaneous circuits as required (e.g. geysers, electric doors, security etc). Secondary low voltage cabling will be run from the main low voltage board to the sub-distribution boards.

Lighting installations throughout the project will be designed according to the required parameters to ensure adequate lighting. Low energy lamps and lighting systems will be installed. Detailed lighting layouts for the accommodation units will be prepared by the Architects / Electrical Engineers. Switching will be through presence sensing switching as well as lighting level control by dimming, to ensure that energy efficiency designs are achieved.

Where feasible, site services will be installed in combined trenches.

4.7.2 Security and Data / Communication Systems

Univen Protection Services Security will be responsible for the design, specification procurement and installation of the security systems. Specialists will be engaged to supply, install and commission these systems.

4.7.3 Procurement:

The Contractor will be required to utilize the procurement procedures stated in 3.2 of this Scope of Work.

5 Management

5.1 General

5.1.1 Environmental Management

The Contractor shall ensure that the requirements of **Environmental Management Plan** contained in this document are adhered in the execution of the works

5.1.2 Quality Control and Plan

The contractor shall provide the Project Manager within two weeks of the *starting date*, the *Contractor*'s Quality Plan indicating methods of quality assurance, inspections, signing off / handing over procedures, etc.
The contractor shall prepare a Site Quality Control programme encompassing all aspects of the works, inter alia:

- Quality of the physical works
- Site documentation
- EMP Compliance
- OH&S Compliance and management

The contractor shall demonstrate how Compliance with approved Quality Control Plan will be achieved

5.1.3 Ablutions

The contractor shall provide temporary toilets for the use of the *Contractor* and his workmen and all of his subcontractors, the toilets shall be of chemical type or water borne. The *Contractor* must maintain these toilets in a thoroughly clean and tidy condition all in accordance with the Environmental Management Plan.

5.2 SANS 1921-1 Specification

5.2.1 SANS 1921-1, *Construction and management requirements for works contracts - Part 1 specification,* data is applicable to the works.

5.2.2 The abovementioned South African National Standard make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards. Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

5.2.3 The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts - Part 1: General engineering and construction works	
Clause	**Specification data**
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible, save plumbing and electrical as built drawings
4.2.1	The responsibility strategy assigned to the contractor for the works is 'A'.
4.2.2	The Project Manager is **KMS Architects (Pty) Ltd, KMS Architects** has delegated powers to the consultants as indicated in the Contract Data.
4.3.1	The planning, programme and method statements are to comply with the Contract Data.
4.3.3	The notice period for inspection is 2 working Days
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer will be advised at a later stage.

4.14.3	The Contractor is required to provide any office accommodation, equipment, and accommodation for site meetings and other facilities for use by the employer and his agents.
4.14.5	The Contractor is required to provide latrine and ablution facilities for his staff and workmen.
4.14.6	There are no requirements for the provision and erection of separate sign boards for consultants and subcontractors.
4.17.3	Services which are known to exist on the site will be shown to the contractor on site.

Variations

None

Additional clauses

Water and electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

a) water : C

b) electricity : C

Service	Option		
	A	B	C
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of **water free of charge** for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and **be responsible for costs** associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity form the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of **electricity free of charge** for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for **costs associated with all electricity** consumed.

5.3 Site supervision and management

The Contractor shall provide within two weeks of the *starting date*, or by a later date agreed with the Project Manager, a detailed layout and boundary plan of the agreed Working Areas in compliance with the Environmental Management Plan.

5.3.1 *Contractor's* Supervision

Provide full and up to date telephone, fax and e-mail contact details for the named key people, stating which of them may be contacted telephonically at any time (in the event of an emergency) throughout the period from the *starting date* to Completion of the whole of the *works*. The contractor shall also provide appropriate contact details for the period from Completion of the whole of the *works* to the issue of the Defects Certificate.

No key persons may be changed without the prior approval from the *Project Manager* and without the substitution of a suitably qualified alternative person.

5.3.2 Contract Management Meetings

Attended by : Contractor(s)
Project Manager
Supervisor
Employer
Site / relevant SHEQ Agent
Other consultant with delegated powers

Chaired by: Project Manager
Purpose: Monitoring of construction progress and programme
Contractor issues
Quality control
Site Instructions
Design
Early warning and compensation events
Frequency: Every two weeks

Progress and Site Inspections

Attended by: Contractors
Project manager
Other relevant consultants with delegated powers
Site SHEQ Agent
Supervisor
Employer

Purpose: Inspect works, progress and quality
Frequency: Every two weeks

Subcontractors may not be present at progress meetings **unless** specifically requested by the *Contractor* or *Project Manager*

5.3.3.1 Maintaining Accounts and records

The Contractor shall assist the Project Manager with each assessment of the amount due by providing information as required by the Project Manager or Quantity Surveyor who has delegated powers within the time periods requested by them.

5.3.3.2 Site Records

Retain on Site and for the *Project Manager*'s inspection at any time, daily records of People and Equipment employed within the Working Areas.

The following records are to be kept and maintained on site and be tabled at the fortnightly site meetings:

- Daily labour records including all local labour content including names and ID numbers and physical address and proof thereof.
- Daily plant records.
- Daily rain records.
- Concrete casting records, quantity and position
- Concrete test cubes results
- Compaction test results

5.3.4 Certificates and approvals

The *Contractor* shall be responsible for obtaining the following approval certificates on behalf of the *Employer* before *Completion*:

- Drainage Certificate from the Local Authority.
- A certificate from the appointed Fire Consultant confirming that all fire related reticulation completed is to his satisfaction.
- Ensuring that all the requirements relating to this scope of works are met in order for the occupation certificate to be issued without delay.
- All other required certificates

5.3.5 Media releases and publication of information

All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project shall vest in the *Employer*.

The *Contractor together* with his subcontractors shall not, without written consent of the

Employer, cause any statement or advertisement to be printed, screened or aired by the media.

5.3.6 Samples and mock-ups

As and when required by the *Project Manager*, the *Contractor* shall provide samples of materials specified for approval inter alia:

- Plaster samples ± 3x3m2
- Paint samples ± 1m2
- Tile samples ± 1 m2

The samples will be provided at the contractor's costs.

5.4 Construction

5.4.1 Temporary works and Site services

5.4.1.1 Liaison with local authorities

Obtain permission from the relevant authority and pay all deposits fees and charges necessary for the use of public facilities, crossings and any area encroaching on the Working Areas that the Contractor deems necessary for Providing the Works.

5.4.1.2 Advertising rights

Accept that, within the Working Areas, the right to advertise and to conduct any publicity in connection with the Site or the works belongs to the Employer.

5.4.1.3 Barricades

Provide fences, gates access, weather protection and anything else necessary for the security, protection, and safety of the public, Contractor's employees and others.

5.4.1.4 Site Security

A fence will be used to control access in the construction site area. No unauthorized person will be permitted to enter in the barricaded zone

5.4.1.5 Notice boards

The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m high. The exact extent of the details, colour scheme and wording will be provided by the principal agent on the day of the site handover. The board shall be securely fixed to and including a suitable supporting structure of timber or tubular posts and braces.

5.4.1.6 Offices & sheds

Provide, erect, maintain and remove at Completion temporary sheds for storage of materials and Plant

5.4.1.7 Services & facilities

The contractor will be required, apart from his own requirements, to provide the following facilities for use by site personnel of the Employer's Representative:

Main office for the Employer's Representative and meeting room

A furnished main office is to be provided for staff of the Employer's Representative at the Contractor's main camp site.

The office shall comprise:

- Well ventilated room with a total floor area of at least 20m².
- One (1) boardroom table of at least 3.5m x 1.8m with ten (10) chairs.
- All windows and doors of the office shall be lockable and burglar-proofed.

5.4.1.7.1 Water and Electricity

Water and Electricity for the works shall be provided by the Employer at a single point and used by the contractor in line with Option C.

If, in the opinion of the Project Manager there is excessive wastage of either water or electricity, the Contractor will be warned. If the wastage is not rectified immediately a fine will be levied of **R500** per event, which will be deducted from the monthly payment certificate.

5.4.1.7.2 Telecommunication equipment

Telephone and facsimile facilities are to be provided by the Contractor.

5.4.1.8 Protection

The contractor shall provide for the protection of all work for which a defects certificate has not been issued and which is liable to be damaged from any cause, which protection shall include inter alia:

Protection of the works from all storms, inclement weather, exposure to the sun and the removal of water from whatever source from the works.

Note: This item is in addition to the allowance for keeping excavations free of water provided elsewhere

Provision and maintenance of all necessary temporary protection of finished and or existing work liable to be damaged during the progress of the works by properly covering up, isolating, etc as required.

The Contractor shall be responsible for any loss or damage, which may occur and shall make good and or replace at his own expense.

5.5.2 Construction constraints

5.5.2.1 Access, access restrictions, roads

Access to **University of Venda** to perform the works shall be via the **main gate** and strictly in accordance with Access to performing works and services on the **University of Venda** available at the Protection Services.

The Contractor is considered to have fully acquainted himself of the access and other site-related conditions, and to have made all reasonable provisions for working on the site in the pricing of the works.

5.5.2.2 Payment of wages to Contractors' labour
The Contractor or the subcontractor(s) shall not pay his workmen wages on site. Alternative mechanisms shall be used for payment of wages.

5.5.2.3 Site records
Proper records are to be kept and made available for inspection on site for the following:

Rain Fall Duration on site
- Of rainfall in hours
- Total daily rain fall

Temperature
- Daily minimum and maximum temperatures
- Daily hours per day where temperature exceed 35°c

5.5.3 Testing, Completion, commissioning and correction of Defects

5.5.3.1 Completion of the works

The Project Manager and the Supervisor shall inspect the works from time to time and pursuant thereto give the Contractor interpretations and guidance on the standard and state of completion of the works which will be required for the contractor to achieve completion.

When in the opinion of the Contractor, the Works have been satisfactorily completed in accordance with the Works Information and Quality Plan, the Contractor shall notify the Project Manager who shall inspect the Works in terms of the agreement within 7 days of such notice. The Contractor shall correct Defects in terms of the conditions laid out in clause 43 of the NEC3 Engineering and Construction Contract.

5.5.3.2 Certificates required on completion

The Contractor shall forward to the Project Manager the following on completion:

1. Local Authority drainage certificate
2. A certificate from the appointed Fire Consultant confirming that all fire related reticulation is to his satisfaction
3. All spare parts, tools and operating manuals (as built drawings of the Works to be provided)
4. All other certificates as specified elsewhere.

The Contractor is to demonstrate to the Project Manager and the Employers supervisory staff all operating and maintenance requirements.

5.5.3.3 Completion of the works

Prior to certification of completion of the works, the Contractor shall have executed and completed the following to the accepted standards;

- All construction work to be completed and amongst other the following:
- Carpentry works and glazing
- Timber treatment with CCA
- Ceiling
- Water Reticulation
- Sewer reticulation within the section
- Testing (toilet flushing, no leakage and commissioned)
- All windows installed and glazed and fully operational and certificates issued.
- All doors installed including all ironmongery and to be fully operational.
- All keys to be tagged and identified
- Unit(s) section to deep cleaned "ready for occupation/ Employer fit out"
- All statutory signage installed
- All defect(s) that would prevent the section from being used for its intended purpose must be rectified
- The works must be completed in order for the works to be used for its intended purpose
- Any defects after the completion date are to be corrected after "operating times"

Without exception, all aspects of the works and all areas shall be ready for occupation.

5.5.4. The testing and operation of all Plant and services

The **Architects** and **all consultants** with delegated powers are to sign all defects certificates as being completed and defects rectified.

All the notified defects raised at the final inspection that would prevent the use of the works for their intended purpose must have been corrected.

6. Drawings:

Tender Drawings are issued in volume 2 of this document.

7 Title to objects and materials within the site

Earth, stone, gravel and sand, and all other materials existing on, excavated from or obtained by the removal of vegetation or demolition of structures on the site, shall be at the Contractor's disposal in so far as they are required for incorporation into the works.

8 Health and Safety

8.1 The major hazards identified by the Employer are that the works will take place within the **University of Venda** which is in use and will involve students and staff at all times.

8.2 The Contractor shall manage health and safety in accordance with the Employer's Occupational Health and Safety Specification for Construction Works Contracts (see attached).

9 Completion strategy

9.1 The Contractor shall develop a completion strategy to minimize the correction of defects after Completion and to achieve Completion on or before the Completion Date. Such a strategy shall include a systematic approach to ensuring that employees and subcontractors search for defects as the work progresses, programme their work in such a manner that defects are corrected ahead of Completion and sufficient time is allowed for commissioning.

9.2 The completion strategy should be framed around the systematic acceptance and / or testing of materials, plant, workmanship and subsystems as the works proceed in order to address issues ahead of completion and the allocation of tasks to ensure satisfactory completion.

10 Tax invoices

10.1 VAT invoices that are submitted to the Employer shall include the following details:

- **University of Venda VAT No: 439 021 8818**
- **Addressed to:**
  - **University of Venda**
  - **Private BagX5050**
  - **Thohoyandou**
  - **0950**
  - **Attention: Director Facilities Management**
- Contractor details
- Company registration No if applicable:
- Contractor's VAT No:
- Tax Invoice Number:
- Contractor's Banking details for payment
- A statement of Monies received to date and currently claimed

10.2 Original invoices, signed by a member of the Contractor's staff who is duly authorised to do so, shall be submitted to the **Project Manager** or **Quantity Surveyor** (who has delegated powers) for payment purposes.

11 Vendor registration

The Contractor shall complete vendor registration forms before the first assessment date. Such forms shall, as relevant be accompanied by the following documents, where applicable:

- Company registration documents, share certificate and joint venture agreements
- Certified copies of the Identity Documents of directors / managing members
- Tax clearance certificate
- VAT registration certificate
- B-BBEE Certification and B-BBEE Rating Certificate
- Company letter head
- A cancelled cheque of stamped letter from the bank, verifying the banking details

12 Reporting for Project Board Committee

The Project Manager is required to report on projects under their mandate to the Project Board Committee. Various information is needed from the Contractor to ensure that such reporting can be properly conducted.

The following minimum information will be provided by the Contractor, at the frequency required by the Project Manager, or on an ad hoc basis, depending on the Project Manager's reporting requirements.

- Timeframe for implementation
    - Actual Start Date
    - Planned End Date
- Project Construction Timeframe
    - Planned Start Date
    - Actual Start Date
    - Planned End Date
    - Actual End Date
- Direct Jobs planned (average for each period)
    - Total Jobs Planned (entire project)
    - 2020/21
    - 2021/22
    - Project Cost (R) (Contract value)
    - Total Cost of Project Planned (Cost at completion)

- Historical progress on projects currently active (report required at the start of each quarter)
    - Total Actual Spend to end of quarter (R)
    - Total Actual Local Spend to end of quarter (R)
    - Construction Progress up to end of quarter (as a fraction, 0.0 to 0.9)
    - Total Direct Jobs Planned to end of quarter
    - Total Actual Direct Jobs on end of quarter
    - Total Actual Direct Jobs for Youth on end of quarter
    - Total Actual Direct Jobs for Women on end of quarter
    - Total Actual Direct Jobs for the Disabled-on end of quarter
    - Additional Info / Key Challenges
- Progress this Quarter (report required at the end of each quarter)
    - Total Planned Spend for the quarter (R)
    - Total Actual Spend for quarter (R)
    - Total Actual Local Spend for quarter (R)
    - Planned construction progress up to end of quarter (0.0 to 1.0)
    - Actual construction progress up to end of quarter (0.0 to 1.0)
    - Total Direct Jobs Planned for the Quarter
    - Total Actual Direct Jobs on end of quarter
    - Total Actual Direct Jobs for Youth on end of quarter
    - Total Actual Direct Jobs for Women on end of quarter
    - Total Actual Direct Jobs for the Disabled-on end of quarter
    - Additional Info / Key Challenges

These reports will be prepared based on substantiated information that is kept and maintained by the Contractor. All information provided in a report to the Project Manager shall have appropriate substantiating information that can stand up to scrutiny and auditing.

C4: Site information

4.1 Site Location

The **University of Venda** is situated in **Thohoyandou** and is approached via the **University Road**.

The University Road Turn off is at four-way robot intersection which connect to a turn off to **Khoroni Hotel Casino Convention Resort.**

University of Venda
Creating Future Leaders

Annexure 1: ENVIRONMENTAL MANAGEMENT PLAN (EMP)

1 Introduction

1.1 The site of the **Proposed New Additions and Alterations to the Existing Nursing Science Simulation Building** is situated in the University of Venda Campus.
1.2 Although no environmental impact assessment process is necessary for the development, the environment within which the construction is to take place is such that environmental management in accordance with a plan is required.

2 Reporting

2.1 The contractor shall develop an internal reporting structure to monitor compliance with this Environmental Management Plan (EMP) in a format agreed with the Supervisor's delegate. Reports shall be generated on a monthly basis and shall include information on the environmental impacts, issues and management and highlight any instances of non-compliance.

2.2 The monthly report shall be consolidated into an end of construction report within two weeks of completion of the whole of the works.

3 Description of the Activities

The nature of the interventions associated with the works is as follows:

- Excavation of trenches
- Build earthworks
- Breaking down of walls
- Construction of walls.

4 Resultant Environmental Impacts

The following environmental impacts may arise from the activities listed in 3:

- Removal of some of the vegetation in order to undertake the proposed construction
- Generation of dust
- Generation of construction noise
- Potential contamination of surface water run-off
- Potential contamination of ground water

These environmental impacts can be mitigated by adhering to the measures contained in this EMP.

5 Environmental Management Plan

5.1 The Contractor shall appoint an environmental officer (EO) to ensure that the requirements of the Environmental Management Plan (EMP) are met. The EO shall:

- monitor the contractor's compliance with the EMP on a daily basis
- report findings to the Supervisor's delegate if necessary
- prepare monthly report for the independent environmental auditor; and
- attend relevant project meetings.

5.2 The contractor shall uphold the objectives in the Environmental Management Plan by adhering to the requirements of the following mitigation measures:

TASK	OBJECTIVES	MITIGATION MEASURES
General		
Road network	To ensure that natural areas are not disturbed	The contractor and all sub-contractors shall keep to the existing road network
Identification of suitable area for construction camp	To limit the impact of the construction on the surrounding natural area. Limit the extent of the environmental impact that the construction camp may have.	• The site camp shall be within a demarcated area. • The site camp shall be fenced off to ensure that encroachment into the surrounding natural area is avoided. • The contractor and sub-contractors shall locate within the demarcated area their ablution facilities, waste containers, fuel storage areas, laydown areas etc. • No vehicle may be extensively repaired on site. • All effluent waste water shall be effectively disposed of. All temporary structures shall be removed and areas affected by the works rehabilitated on completion of the works.
Protection of the works area	To limit the impact of the construction on the surrounding natural area as well as limit disturbance to the parts of the development that are still in operation	• The protected works area will be indicated by the Project Manager • The works area shall be fenced off to ensure that encroachment into the surrounding natural and operations areas are avoided. • Construction staff shall make use only of the provided facilities (such as chemical toilets) • No trespassing of workers into areas outside of what is demarcated shall be permitted
Demolition of existing buildings	To limit the amount of waste that is to go to landfill and new fill material having to be brought in. Ensure that the ground water is not contaminated by dumping inappropriate demolition material.	• Appropriate, clean building material may be used for fill material subject to the acceptance of the Supervisor's delegate. (Typical fill items include inside of the trenches under the building platforms and surface beds) • No contaminated materials shall be used as fill or dumped on site in any areas. • The EO shall undertake inspections of all fill areas as and when filling occurs to ensure compliance.

TASK	OBJECTIVES	MITIGATION MEASURES
Fuel storage and dispensing	Ensure that the ground water and the surrounding soil are not contaminated.	• The volume of fuel that is to be stored is to be as minimal as possible. • All legal compliance in terms of fuel storage and handling are to be met. All fire safety regulations are to be adhered to. • Fuel storage should be surrounded by adequate bund walls and provided with an impervious surface to contain the full volume of fuel stored in the tank. • The area outside the containment should either be concrete or crusher so that spills can be easily and appropriately cleaned up. • Ensure that there is a spill plan and trained staff to deal with spillages if a substantial amount of fuel is spilled. • All vehicles should be in good working order and leaks such as oil and fuel should be repaired immediately.
Ecological aspects		
Establishment of protect and high sensitive areas	To protect and minimize the loss of natural vegetation.	• The EO shall be present on-site during removal of vegetation to ensure that the identified trees and remain protected. • Construction activities shall be restricted to the minimum area necessary. • No construction activities may occur in undisturbed areas. • Damage or trespassing in any of the demarcated areas shall be regarded as an environmental incident and shall be recorded as such.
Management and conservation of soil	To minimize erosion, siltation, compaction and stockpiling. To protect students and staff from falling into open trenches	• All trenching for services shall only be done once the services are about to be installed and occur simultaneously. • Services shall be installed and trenches closed immediately. • Rehabilitation of the disturbed areas shall be undertaken immediately after installation of the services has been completed. • Erosion measures shall be established in consultation with the EO and Supervisor's delegate in the rainy season. • Siltation traps shall be established on the downhill slopes if necessary, to prevent additional siltation of the water course • Building material shall be stored in an organized manner, close to the building operations to limit contamination of soil. • Topsoil that may be stripped to get to the appropriate level of the building is to be stockpiled, not more than 1,5m high in an appropriate place determined together with the Supervisor's delegate. • Measures shall be taken to ensure that the topsoil stockpile is not contaminated with building rubble. • The topsoil stockpile shall be hydro-seeded with a suitable seed mix to prevent eroding of the topsoil stockpile. • Disturbed areas shall be rehabilitated as soon as possible to limit erosion.

TASK	OBJECTIVES	MITIGATION MEASURES
Contamination of soil and ground water during construction.	To prevent contamination of soil and ground water.	• Chemical toilet facilities shall be provided and cleaned regularly. • An area shall be designated for all concrete mixing. Such mixing shall take place on an impervious surface. Cut-off drains to contain any contaminated run-off shall be established.
Management and conservation of flora & fauna		• The trees that were identified in the pre-construction phase shall be protected. • All vegetation to be used in the development shall be indigenous and endemic. • No plant material may be collected for any reason including firewood, fruit or crops. • No birds or animals may be hunted by any means including snares or traps. • No collecting of fire wood is permitted
Rehabilitation of disturbed areas after construction	To ensure that the impact of construction is not visible in the long term.	• All buildings, structures on the site camp shall be removed. • Contaminated soil in the storage facilities shall be stripped to the level identified by the EO and Supervisor's delegate and disposed on in the appropriate manner at a landfill site. • All waste material shall be removed. • Photographs of the site camp before, during and after construction are to be taken at fixed points by the EO and kept on record.
Social aspects		
	To provide facilities such as water and ablution without having a negative impact on the environment during construction activities.	• Proper hygiene measures shall be established on site. • Toilet facilities shall be appropriately placed • No "long drop" toilets shall be permitted. • Ablution facilities shall be serviced weekly to avoid spillages.
	To prevent damage to the environment as a result of insufficient waste management.	• Effluents containing oil, grease or other industrial substances shall be collected in a suitable receptacle and removed from the site for disposal at a recognized landfill facility. • Skip bins shall be provided for the storage and removal of rubble

TASK	OBJECTIVES	MITIGATION MEASURES
		• Dustbins shall be provided for workers to prevent littering • Waste shall be recycled as far as possible. • All refuse and waste shall be disposed of at a registered landfill site. • Burning of waste is not permissible. • The mixing concrete in areas where excess materials could enter the river system shall be avoided. • The contractor shall ensure that concrete residue is contained in a designated area. • The contractor shall ensure that the concrete batch plant (if there is one on site) is protected from the wind to reduce cement sand being dispersed during handling. • The contractor shall regularly check area surrounding concrete mixing area as for potential pollution. • No excess concrete of plaster cement etc, may be dumped on the property but shall be removed as part of the building rubble.
	To ensure that hazardous substances due not pose health threat of cause pollution	The Contractor shall: • mark all spillage areas and containers as such. • dispose hazardous waste directly to a registered landfill site. • follow specific instructions on hazardous substances such as minimum and maximum temperatures for storage. • Provide on-site material safety data sheets for chemicals and hazardous substances on site at all times. • develop a risk specifically developed for the storage of all hazardous materials and implement safety measures stated therein area and skip bins • strategically locate dustbins and skip bins and empty them daily. • transport all waste in trucks covered by tarpaulins to ensure no loss of rubbish during transportation.
Traffic	To limit risk to the environment as well as the users of the site	• Construction vehicles shall be restricted to speeds of no more than 30km per hour on the University of Venda. • Construction vehicles shall be restricted to one access route so as to have least impact on surrounding environment.
Fire Management	To avoid fires that could potentially get out of control and destroy the surround areas and injure staff.	The Contractor shall • conduct fire prevention talks. • ensure adequate firefighting equipment on site and in all major working areas • service and maintain all fire equipment in working order at all time. • Not permit cooking facilities on site. • not permit open fires on site unless within the demarcated construction area and related to a construction activity within a controlled area. • ensure that workers on site know the proper procedure in the incidence of fire on site. • Not permit smoking on site outside of the construction camp.

TASK	OBJECTIVES	MITIGATION MEASURES
Ambient noise levels		• Excess noise and unsocial behavior shall be prevented. • All vehicles shall be equipped with a silencer to the exhaust system. • Safety measures that generate noise shall be adjusted to an acceptable level. • Workers shall be equipped with appropriate noise protection equipment.
Security	To prevent increased crime in areas and loss of materials.	• The construction site shall be secured. • No unauthorized access shall be allowed to the construction site. • Working hours shall be strictly enforced:

5.3 The Environmental Control Officer shall report all recorded environmental incidents to the Project Manager and the Supervisor's delegate within 24 hours.

University of Venda
Creating Future Leaders

Annexure 2: Access to and performing works and services on the UNIVEN Nursing Science Simulation Building

(June 2017)
Contents

Access to and performing work on the UNIVEN Nursing Science Simulation Building

1 Scope

This specification establishes requirements for a Contractor, his Subcontractors and suppliers

a) relating to the accessing of the **University of Venda** including the restriction of movement to authorized work areas to work, charges for ID cards, conditions relating to access; points of access, the normal business hours of and the period when no access whatsoever is permitted to the **University of Venda**;

b) hours of work on, vehicles and equipment brought onto, traffic and parking rules within and the management of the work and services performed on **the University of Venda**; and

c) The use of water and electricity.

2 Definitions

Contractor: a party to the contract other than the **University of Venda**, and its Agents.

Subcontractor: a person or organization who has a contract with the Contractor to perform work associated with the contract between the Contractor and the **University of Venda**.

University's Representative: person authorized to represent the **University of Venda, Thohoyandou**, in terms of the contract with the Contractor

3 Access to the Univen Nursing Science Simulation Building

3.1 General

3.1.1 The Contractor, any Subcontractor or supplier of the Contractor or any employee of such persons may only come onto the **University of Venda** for the purpose of providing the goods, services or works associated with his contract with the **University**. Should they or their guests, agents, representatives or invitees wish to come onto the **University of Venda** for any other purpose they may only do so with the consent of the **University's Representative** or the **Director of Protection Services**.

3.1.2 No person who is an employee of the Contractor or his Subcontractors or suppliers and who is required to perform services or delivery goods in terms of a contract within the **University of Venda** may do so without being in possession of an ID Card or a visitor's access slip card. The Contractor shall ensure that his employees and those of his sub-contractors are in possession of a valid contractor card or visitors access slip and that they confine themselves to those sections of the **University of Venda** where their presence is necessary for the performance of the work and do not wander around.

3.1.3 Any person who is permitted or has permission to enter the **University of Venda** or a part thereof shall comply with:

a) all applicable **University** regulations, policies and procedures and codes of conduct including regulations pertaining to:

i) the prohibition against the carrying of weapons;
ii) the prohibition against the use of offensive language and inappropriate conduct which includes, discriminatory attitudes or assumptions about persons based on age, race, religious beliefs, sex, sexual orientation, transgender status, marital status or disability;
iii) the keeping of noise to a minimum near buildings and the playing of radios and/or other loud outdoor music on the **University Campus**;
iv) the prohibition against smoking within buildings;
v) the wearing of identification tags and the possession and use of access cards; and
vi) vehicle access to and parking on the **University of Venda**;

b) any instructions from the **Director: Protection Services**; and

c) all other requirements laid down from time to time by the **University.**

3.1.4 The Contractor shall pay to the **University** any charges levied by the **University** for the use or purchase of identification tags, access cards and vehicle parking permits.

3.1.5 The University may require the Contractor to effect the immediate removal from the **University of Venda** of any of his or his Subcontractor's or supplier's employees, agent, representative, guest or invitee of the Contractor, or any other person acting on its behalf, if the **University** in its sole discretion deems it in the interests of the **University** that such person be removed. The Contractor shall ensure that such person does not return to the **University of Venda** without the **University** first having given the Contractor its consent for that person to return.

3.1.6 The Contractor and his Subcontractor and suppliers shall not remove any goods of whatever nature from the **University of Venda** without the permission of the Employer or his or her nominee.

3.1.7 Employees of the Contractor or his Subcontractors or suppliers are not permitted to hold union meetings on the **University of Venda**.

3.1.8 No animals other than guide dogs for the visually impaired shall be brought onto the **University of Venda.**

3.2 ID Cards

3.2.1 All employees of the Contractor and all Subcontractors, if any, who perform or directly supervise work or services within the **University of Venda** save for those that provide intermittent advisory and professional services and are not stationed within the **University of Venda Campus**, shall be in possession of an ID card. Such cards shall be issued by the **Univen Protection services** at a cost of a non-refundable R 100 per ID card.

3.2.2 Where a Contractor works on the **Univen Nursing Science Simulation Building** for a period of three weeks or more, the Contractor's on-site supervisors shall obtain from the University's service provider personalized ID cards at a non- refundable cost of R200 per card, these cards are issued by the **Univen Protection Services**.

3.2.3 Following the award of a contract which requires the issuing of ID cards to employees, the Contractor shall prepare a comprehensive list of all on site supervisory staff as well as a separate list of workers. Such lists shall contain the following information in respect of each employee:

a) full name;
b) identity or passport number
c) contact number
d) physical address

3.2.4 The lists compiled in terms of 3.2.3 shall be submitted to the relevant officer at **Univen Protection Services** together with a photocopy of each employee's ID document or passport appearing on the list at least one week before access is granted to commence the services. On site supervisory staff shall personally collect their ID cards within 1 day of commencing work on the **University of Venda**.

3.2.5 The **Protection Services Officer** shall issue the Contractor with the ID cards that are applied for together with a copy of the list of all cards that are issued. The Contractor and the **Protection Service Officer** shall both sign the list of ID cards issued on the original and the copy.

3.2.6 The Contractor shall notify the **Protection Services Officer** of the names and identity or passport numbers of employees who are issued with cards.

3.2.7 All site supervisors and workers shall access and depart from the **University of Venda** at the designated access and departure points.

3.2.8 All cards shall be accounted for and returned by the Contractor to the relevant **Facilities Manager** upon completion of the works or services. An amount of R200 may be levied by the University for each card which is not returned.

3.3 Hours of access

3.3.1 The **University of Venda** are open for business from 07:00 to 17:00 on normal working days.

3.3.2 The Contractor shall take account of the hours of access when programming the work associated with his contract.

3.4 Vehicle and pedestrian access

3.4.1 All employees with ID cards shall enter through the main gate and may be subject to both vehicle and bag searches. No vehicle owned by the Contractor or his Subcontractors or suppliers shall be granted access to the **University of Venda** without being legally approved by the **Director Protection Services** via access card or the relevant approval process.

3.4.2 The Contractor shall declare all materials, equipment and tools on entering and exiting the **University of Venda.**

3.4.3 The **University**, through its **Protection Services**, may request proof of ownership of any materials, equipment and tools entering and leaving the **University of Venda**.

3.4.4 Contractor, Subcontractor and supplier vehicles may only enter the main gate.

4 Hours of work

4.1 The Contractor shall generally perform work between 07:00 to 17:00 on normal working days. The Contractor may work outside of such hours with the agreement and authorization of the **University's Representative.**

4.2 If the normal activities of the **University** cannot be disrupted as a consequence of the work associated with a contract, such work shall be performed at weekends or other such times authorized by the **University's Representative.**

4.3 Noisy work such as demolition, drilling, jack hammering, grinding, cutting, hammering in and near corridors or office areas and lecture theatres shall be performed outside the hours of 09h00 to 17h00 unless authorized by the **University's Representative**.

5 Vehicles and equipment.

5.1 All vehicles used on the **University of Venda** by the Contractor and his Subcontractors and suppliers shall be fully registered and in a roadworthy condition.

5.2 All equipment used by the Contractor and his Subcontractors and suppliers shall be:

a) maintained so that it performs its intended function when in use and remains in a safe condition at all times, and
b) suitable for the work or purpose to which it is applied.

5.3 Vehicles and equipment that are found to be leaking oil or other fluids or not to comply with the provisions of 5.1 and 5.2 shall be immediately repaired or removed from the **University of Venda Campus**. All fluid spills shall be contained immediately and cleaned up.

5.4 The Contractor's vehicles shall, where required by the **University's Representative**, be identified with the Contractor's name, logo and telephone number and display on both front doors and a unique Contractor number.

6 Traffic and parking rules

6.1 The Contractor must ensure that drivers of vehicles owned by him or under his control and vehicles owned or under the control of his sub-contractors comply with the Rules of the Road and obey all traffic signage when travelling within the **University of Venda**.

6.2 Vehicles shall not be parked indiscriminately in high use areas.

6.3 The Contractor shall ensure that all employees and employees of Subcontractors and suppliers operate commercial vehicles within a speed limit of 30 km/h.

7 Management of the work and services

7.1 General

7.1.1 The Contractor shall in relation to any works associated with the contract:

a) take all necessary measures to:

i) ensure that sediment does not enter the waterways;
ii) reinstate areas where the ground surface is disturbed as promptly as possible;
iii) divert storm water run-off from entering buildings or facilities.

b) avoid compaction and unnecessary loss of ground cover in natural and landscaped areas;

c) protect native grasses wherever possible from damage caused by vehicles and other causes

d) provide all protective coverings necessary to ensure material displaced during work performed does not fall and accumulate on or cause damage to tables, chairs, carpet and other furnishings or finishes

7.1.2 The **University r**eserves the right to retain any waste materials or substances following demolition or other work at any time during progress of the works. The Contractor shall provide reasonable access for **University's personnel** to inspect, select and arrange segregation of the materials and substances to be retained, and shall provide assistance if so requested.

7.1.3 The Contractor shall manage the construction activities and take all reasonable measures to minimize dust nuisance, pollution of streams, and inconvenience to or interference with the regular user arising from the execution of the works or services.

7.1.4 The Contractor shall, when working within the **University of Venda**, either provide and use suitable and effective silencing devices for pneumatic tools and equipment that would otherwise cause noise levels exceeding 85 dB, or effectively isolate the source of such noise.

7.2 Disruption of normal University activities

The Contractor shall manage and execute works within the **University of Venda** Campus in such a way as to cause the least interference with the general routine of the usual users of these premises.

7.3 Supervision of workers

7.3.1 The Contractor shall employ a suitably qualified supervisor to supervise all work and services performed within the **University of Venda** save for that relating to the provision of occasional advisory and professional services. The supervisor shall be present at all times when the Contractor's and Subcontractor's employees are working within the **University of Venda**. The Supervisor shall be the point of contact between the **University** and the Contractor for all Work-related matters.

7.3.2 The Contractor shall supply a mobile phone number to the **University's Representative** to enable the **University** to contact the supervisor on a 24-hour basis, seven days a week.

7.3.3 The Contractor's most senior supervisor shall, where necessary, arrange weekly meetings within the University of Venda with the **University's Representative.**

7.4 Working on and around existing services

7.4.1 The Contractor shall be responsible for any damage to services which are:

a) known to exist within the **University of Venda Campus** and shown on the drawings that are issued;

b) pointed out by the Employer's Representative, or

c) reasonably inferred from the existence and location of manholes, valve boxes and the like;

7.4.2 Where the probability of underground services can be inferred, the Contractor shall, while taking all reasonable precautions not to damage such services, ascertain where such services exist within the relevant section of the **University of Venda**. The Contractor shall do this by means of visual inspections, by making excavations to expose the position of services at critical points and, if required in terms of the scope of work, by using detection apparatus. The Contractor shall complete such investigations well in advance of the works or services commencing and shall submit a report to the **University's Representative** in time to enable the **University** to make whatever arrangements are necessary for the protection, removal, or diversion of the services before any construction commences.

7.4.3 As soon as an underground service is discovered, the Contractor shall notify the **University's Representative** and, where relevant, mark it up on a drawing. Thereafter such service shall be regarded as a known service and the Contractor shall be held responsible for any damage thereto, unless he has taken all reasonable precautions and the damaged service is found to be more than 1 m from the position as may reasonably have been deduced by an experienced contractor from the investigations referred to in 7.4.2.

7.4.4 The Contractor shall, prior to commencing with any excavation work or the breaking down of any walls or removal of sanitary fittings within buildings, locate the isolation valves associated with the water supply (domestic consumption and fire installation) to enable the supply to a building or area to be isolated in the event that a water pipe is broken during construction operations. The contractor shall ensure that his site supervisory staff and any subcontractors performing work which can damage such pipes are aware of the location of such valves. If for any reason there is doubt as to the accessibility of existing shut-off options, the Contractor shall fit a shut off valve on the water supply so that water discharging from a broken water supply pipeline can be controlled.

7.4.5 The Contractor shall obtain prior approval from the **University's Representative** before any disruption to, or isolation of, existing services.

7.5 Landscaped and natural areas

7.5.1 The Contractor shall, except where carrying out emergency work or services, give the **University's Representative** not less than one week's notice of all work or services on the **University of Venda** which may impact on landscaped, or grassed areas.

7.5.2 The Contractor shall manage the works in a manner which protects and does not disturbing trees, landscaping (including footpaths) and grassed areas. Any unnecessary damage or disturbance shall be remedied by the Contractor.

7.5.3 If the nature of the works or services necessitates the locating of equipment on landscaped or grassed areas, the **University's Representative** shall indicate the least damaging route to be used.

7.6 Waste and litter

7.6.1 The Contractor shall regularly clear away rubbish and excess materials as the works or services proceed and maintain the working area in a clean and satisfactory state and take all necessary precautions to keep the works and site free from vermin.

7.6.2 The Contractor, shall ensure that his employees, Subcontractors and suppliers:

a) place all litter, including food scraps, cigarette butts and beverage containers either in the **University's representatives** provided for such purposes or in suitable receptacles which are emptied by the Contractor and removed from the Campus a regular basis.

b) recycle waste and off-cut materials wherever possible and reasonably practicable, and tidily store all waste and/or materials for recycling pending regular removal;

c) remove from the **University of Venda Campus** all waste and debris as soon as reasonably practicable and dispose of such waste and debris in accordance with applicable legislation.

d) keep clear access and egress areas;

e) keep clean all roads and car parks that may be affected by construction vehicles tracking dirt, clay, gravel or other foreign material emanating from the construction works; and

f) ensure that **University's premises** are left secure, clean, orderly and, where relevant, fit for immediate use upon completion of a work activity.

7.6.3 The Contractor may temporarily store all waste and demolished materials within the **University of Venda** in a location acceptable to the **University's Representative**. Stockpiles of waste material that remains within the **University of Venda** shall be barricaded at the completion of work each day to protect the students, staff and visitors from possible injury.

7.6.4 Concrete waste shall be placed on a vehicle and removed from the **University of Venda Facility** without delay. Concrete slushing shall only take place in an area acceptable to the **University's representative**. The Contractor shall remove all concrete remnants from the designated areas and restore such areas to their state prior to slushing as soon as possible after the completion of concreting operations.

7.6.5 The Contractor shall ensure that no waste liquids are poured on to the ground, or into drains.

8 Usage of water and electricity

8.1 The Contractor may make use of the water and electricity that is supplied to the **University of Venda** only in order to perform the works or services associated with the contract from points designated by the **University's Representative**. The water will be used in line with Option C for such use. **The University** does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works.

8.2 The Contractor shall make, and upon completion remove, all the necessary connections to the **University's** water supply or electricity at designated points.

8.3 The Contractor shall make adequate water storage provisions to address possible low water pressure or shortage.

The Contractor shall not waste water

9 University of Venda Rules & Regulations

9.1 Contacts and office hours

9.1.1 The contact particulars of **Facilities Management Staff** are as follows:

Director Facilities Management	**Mr. A. Magadani**
Project Management Unit	**Ms. R. Ramufhufhi**

9.1.2 Facilities Management Offices opens at 08h00 and closes at 16h30.

9.2. Security and Entrance Gate

Entrance gates are open 24hours, but access afterhours will be based on special approval with the University Representative.

9.3 Animals, wood and plants

9.3.1 No poaching or hunting of any animals is permitted

9.3.2 No collecting of wood or plants is permitted

University of Venda
Creating Future Leaders

Occupational health and safety specification or construction works contracts

March 2019

Issued by:

Department of Facilities Management

University of Venda

Occupational health and safety specification for construction works contracts

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1 Scope

This health and safety specification in respect of an engineering and construction works contract:

a) provides the overarching framework within which the contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993 during construction;

b) establishes the manner in which the contractor is to manage the risk of health and safety incidents in during the construction; and

c) establishes the manner in which the employer's health and safety agent will interact with the contractor.

Note 1: This specification establishes general requirements to enable the employer and the contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The contractor is required to develop, implement and maintain package specific health and safety plans. The employer is required to provide certain package specific information to the contractor or a health and safety specification for the works to enable such plans to be formulated. Accordingly, this generic specification on its own cannot ensure compliance with the requirements of the aforementioned Act (See Annexure A).
Note 2: The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.
Note 3: This specification establishes generic health and safety requirements. Site specific requirements for health and safety are stated in the scope of work associated with a contract (see Annexure A).
Note 4: The South African Council for the Project and Construction Management Professions has established the following specified categories of registration in terms of the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000):

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

2 Definitions

Act: The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
contractor: person or organization that contracts to provide the works covered by the contract **manager:** person

appointed by the employer to administer the contract on his behalf **competent person:** any person who:

a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications specific to that work or task; and

b) is familiar with the Act and applicable regulations made in terms of the Act **danger:** anything which may

cause injury or damage to persons or property

employer: person or organization that enters into a contract with the contractor for the provision of the works covered by the contract
employer's health and safety agent: the person appointed as agent by the employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters
ergonomics: the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimize human well-being and overall system performance
hazard: a source of or exposure to danger
hazard identification: the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed
health and safety plan: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified
health and safety specification: a site, activity or project specific document pertaining to all health and safety requirements related to construction works which is included in the contractor's contract with the employer or an order issued in terms of framework agreement **healthy:** free from illness or injury attributable to occupational causes

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

a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;

b) a major incident occurred; or

c) the health or safety of any person was endangered and where:
   i) a dangerous substance was spilled;

   ii) the uncontrolled release of any substance under pressure took place; iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

inspector: a person designated as such under section 28 the Act
major incident: an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace **reasonably practicable:** practicable having regard to:

a) the severity and scope of the hazard or risk concerned;

b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;

c) the availability and suitability of means to remove or mitigate that hazard or risk; and

d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

risk: the probability that injury or damage will occur **safe**: free from any hazard

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

a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

b) any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or

c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling

substance: any solid, liquid, vapour, gas or aerosol, or combination thereof
suitable: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose
temporary works: any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction
workplace: any premises or place where a person performs work in the course of his employment

3 Interpretation

3.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.
3.2 Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

4 Requirements

4.1 General requirement

The contractor shall:
a) create and maintain as reasonably practicable a safe and healthy work environment,

b) execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring;

c) conspicuously display any site-specific number assigned to the construction site in terms of the Construction Regulations 2014 at the main entrance to the site; and

d) respond to the notices issued by the employer's health and safety agent as follows:

1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;

2) Contravention Notice: rectify contravention as soon as possible;

3) Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so.

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

4.2 Administration

4.2.1 Notification of intention to commence construction work

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

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

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

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

4.2.2 Copy of the Act

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

4.2.3 Good standing with the compensation fund or a licensed compensation insurer

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

4.2.4 Emergency procedures

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

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

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

4.2.5 Health and safety file

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

a) the following documents which shall be placed in the file prior to commencing with physical construction activities

1) copy of the contraction work permit issued in terms of the Construction Regulations 2014;

2) the contractor's health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;

3) copies of all risk assessments that were conducted

4) the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;

5) the letters of appointment, as relevant, together with a brief curriculum vita (CV) of:
   - the construction manager and any assistant construction managers;
   - the construction health and safety manager
   - the construction health and safety officer
   - the risk assessor who is tasked to perform the risk assessments; and
   - the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
   - the authorised persons responsible for gas appliances, gas system gas reticulation system covered by the Pressure Equipment Regulations;

6) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;

7) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;

8) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;

9) the preliminary hazard identification undertaken by a competent person;

9) the organogram which outlines the roles of the construction supervisor's assistants and safety officers; and

10) the contractor's health and safety plan;

11) the emergency procedures;

12) the procedure for the issuing and replacement of lost, stolen, worn or damaged personal protective clothing and equipment; and

13) proof that the contractor and all the subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;

b) the following documents, as relevant, which shall be placed in the file after construction activities have commenced

1) the letters of appointments, if relevant, together with a brief curriculum vita (CV) of:
   - persons who are required to assist the construction Supervisor;
   - construction supervisor for the site in respect of construction works covered by the Construction Regulations;
   - competent persons;

— assistants of construction supervisor; and
— designers of temporary works;

2) any revisions to the organogram which outlines the roles of the construction supervisor's assistants and safety officers;

3) each and every subcontract agreement and each and every subcontractor's approved health and safety plan;

4) proof that every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;

5) proof of all subcontractor's induction training whenever it is conducted;

6) copies of the minutes of the contractor's sub-contractor's health and safety meetings;

7) copies of each of the contractor's subcontractors' health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;

8) the health and safety plans of all the contractor's subcontractors who are required to provide such plans;

9) copies of the fall protection plan and each revision thereof;

10) a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;

11) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;

12) any report made to an inspector by the health and safety committee;

13) the minutes of all health and safety meetings and any recommendations made to the contractor by the health and safety committee;

14) the findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;

15) the inputs of the safety officer, if any, into the health and safety plan;

16) details of induction training conducted whenever it is conducted including the list of attendees;

17) proof of the following where suspended platforms are used:

— a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
— proof of competency of erectors, operators and inspectors;
— proof of compliance of operational design calculations with requirements of the system design certificate;
— proof of performance test results;
— sketches indicating the completed system with the operational loading capacity of the platform;
— procedures for and records of inspections having been carried out;
— procedures for and records of maintenance work having been carried out;
— proof that the prescribed documentation has been forwarded to the provincial director;

18) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;

19) a copy of risk assessments made by competent persons;

20) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;

21) the names of the first aiders on site and copies of the first aid certificates of competency;

22) the names of the persons the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;

23) medical certificates of fitness for the contractor's and subcontractors' employees specific to the construction work to be performed and issued by an occupational health and safety practitioner:

24) details of all incidents together with the Contractor's investigative report on such incident;

25) the record of inspections carried out by the designers of structures to ensure compliance with designs; and

26) any other documentation required in terms of regulations issued in terms of the Act including a record of all drawings, designs, materials used and other similar information concerning the completed structure;

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

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

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

4.2.6 Health and safety committee

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

a) make recommendations to the contractor regarding any matter affecting the health or safety of persons on the site; and

b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

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

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

4.2.7 Inspections, formal enquires and incidents

4.2.7.1 The contractor shall inform the relevant safety representative:

a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and

b) as soon as reasonably practicable of the occurrence of an incident on the site.

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

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

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

a) notify the Provincial Director of the Department of Labour of such incident by telephone, facsimile or similar means of communication;

b) ensure that no person disturbs the site at which the incident occurred or remove any article or substance involved in the incident therefrom, without the consent of an inspector, unless an action is necessary to prevent a further incident, to remove the injured or dead, or to rescue persons from danger; and.

c) provide the provincial director of the department of labour with a report which includes the measures that the contractor or hos subcontractor intend to implement to ensure a safe site as reasonably practicable.

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

4.2.8 Personal protective equipment and clothing

The contractor shall ensure that:

a) all workers are issued with the necessary personal protective clothing;

b) all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and

c) clear procedures are in place for the replacement of lost, stolen, worn or damage personal protective clothing.

4.3 Appointments

4.3.1 Construction manager

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

4.3.2 Appointment of construction health and safety officers

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

4.3.3 Construction supervisors

4.3.3.1 The construction manager shall in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
4.3.3.2 A contractor shall after considering the size of the project and if considered necessary, appoint in writing one or more competent employees for different sections of the work to assist the construction supervisor.

4.3.4 Competent persons

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

a) formwork and support work operations;

b) excavation work;

c) demolition work;

d) scaffolding work operations;

e) suspended platform work operations;

f) material hoists;

f) bulk mixing plants;

g) temporary electrical installations;

h) the stacking and storage of articles on the site; and

i) fire equipment.

4.3.4.2 The contractor shall appoint in writing competent persons to:

a) induct employees in health and safety; and

b) prepare and update as necessary a fall protection plan and to provide the construction manager with a copy of the latest version of such plan.

4.3.5 Health and safety representatives

4.3.5.1 The contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to: a) review the effectiveness of health and safety measures;

b) identify potential hazards and potential major incidents;

c) in collaboration with his employer, examine the causes of incidents;

d) investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;

e) make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;

g) inspect the site with a view to, the health and safety of employees, at regular intervals;

h) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and

i) participate in any internal health or safety audit.

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

4.4 Employer's health and safety agent

4.4.1 The employer's health and safety agent shall:

a) audit the contractor's compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;

b) accept or reject the contractor's health and safety plans, giving reasons for rejecting such plans;

c) monitor the effective implementation of all safety plans;

d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;

e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the contractor or any of the contractor's subcontractors with a copy to the contract manager and, where relevant, to the contractor.

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

4.5 Creating and maintaining a safe and healthy work environment

4.5.1 General

4.5.1.1 The contractor shall with respect to the site and the construction works that are contemplated:

a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;

b) evaluate the risks associated with the identified hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and

c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

4.5.1.2 The contractor shall ensure that:

a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;

b) no structure or part of a structure is loaded in a manner which would render it unsafe; and

c) account of information, if any, provided by the designer of the structure is taken into account in the risk assessment;

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

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

4.5.2 Risk assessment

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

a) identify hazards to which persons may be exposed to;

b) analyse and evaluate the identified risks associated with the identified hazards;

c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before undertaking hazardous work, to mitigate, reduce or control the risks and hazards that have been identified;

d) provide a monitoring plan; and

e) provide a review plan.

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

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

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

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

a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;

b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;

c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;

d) fall prevention and fall arrest equipment is:

— suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
— securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;

e) fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and

f) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

4.5.2.4 Where roof work is being performed on a construction site, the contractor shall ensure that it is indicated in the fall protection plan that: a) the roof work has been properly planned;

b) the roof erectors are competent to carry out the work;

c) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;

d) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;

e) the areas mentioned in paragraph *(d)* are to be suitably barricaded off to prevent persons from entering;

f) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and

g) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

4.5.3 Health and safety plans

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

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

a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract); and

b) an outline of the manner in which the contractor intends complying with the requirements of this specification.

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

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

4.5.3.3 The contractor shall discuss the submitted health and safety plan with the employer's health and safety agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.
4.5.3.4 The contractor shall apply the approved health and safety plan from the date of its commencement and for the duration of the works to which this specification applies.
4.5.3.5 The contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the employer's health and safety agent, but at least once every month.
4.5.3.6 The contractor shall review and update the health and safety plan whenever changes to the works are brought about or following the occurrence on an incident.

4.5.4 Responsibilities towards employees and visitors

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

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

a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and

b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.

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

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

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

a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and

b) is provided with the necessary personal protective equipment.

4.5.4.6 The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to: a) unauthorized entrance prohibited;

b) signage to indicate what personal protective equipment is to be worn; and

c) activity related signs.

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

4.5.5 Subcontractors

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

a) co-operate with the contractor as far as is necessary to enable both the contractor and subcontractor to comply with the provisions of the Act; and

b) as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

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

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

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

a) potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;

b) each subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to their performance of work on site;

c) all the subcontractor's employees have a valid medical certificate of fitness specific to th construction works which are to be performed which is issued by an occupational health and safety practitioner;

d) all sub-contractors co-operate with each other to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations;

e) each subcontractor performing construction works has and maintains a health and safety file containing the relevant information described in 4.2.5; and

f) each sub-contractor's health and safety plan is implemented and maintained.

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

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

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

4.5.5.8 The contractor shall ensure that:

a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;

b) potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and

c) every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

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

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

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

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

a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and

b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

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

4.5.6 First aid, emergency equipment and procedures

4.5.6.1 The contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment which includes the items listed in the General Safety Regulations issued in terms of the Act.
4.5.6.2 The contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.

4.5.7 Facilities for workers

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

a) at least one shower facility for every 15 workers;

b) at least one sanitary facility for every 30 workers;

c) changing facilities for each gender; and

d) sheltered eating areas.

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

4.6 Design of temporary work

The contractor shall:

a) provide the health and safety agent with the names and contract particulars of the designers involved in the design of temporary works;

b) issue the designers with a copy of the health and safety specification as well as any pertinent information contained in the contract; and

c) provide the health and safety agent with certificates issued by the designer of the temporary works that such works are fit for purpose before such works are used in support construction activities.

Annexure A: Incorporating this specification in procurement documents

A1 The Occupational Health and Safety Act of 1993 (Act No. 181 of 1993) requires amongst other things that every employer provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees (see section 8). The Act holds the employer liable for acts of omission of employees or mandataries (i.e. agents, contractors, or a subcontractor) unless it is proved that permission was not given to the employee or mandatory to act or fail to act in a manner which has obviously resulted in the flouting of the law, the employee or mandatary was acting outside the scope of his or her authority and that the questionable conduct of the employee or mandatary was not a condition laid down by the employer and the employer took reasonable steps to prevent the questionable / unlawful conduct of the employee or mandatary (see Section 37 of the Act). The employer can be relieved of this liability if the mandatary enters in writing into an agreement with the employer which sets out the arrangements and procedures to ensure compliance by the mandatary with the provisions of the Act.

A2 The Construction Regulations 2014 require employers (clients) to enter into written agreements with contractors (principle contractors). These Regulations are specifically designed to force inter-action between the various role players in construction work. The employer is required to, amongst other things:

a) provide the contractor with a documented health and safety specification for the construction work;

b) provide the contractor with information which can affect the health and safety of anyone carrying out the construction works;

c) take reasonable steps including periodic audits to ensure that the contractor implements and maintains his or her health and safety plan;

d) stop where necessary any work which is not in accordance with the health and safety plan;

e) ensure that tenderers have made provision for health and safety measures in the construction process; and

f) discuss, negotiate and approve health and safety plans produced by the contractor.

The employer may, however, appoint an agent to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by the regulations upon an employer, as far as reasonably practicable, are imposed upon the agent.

A3 The designer of a structure is required to provide the employer with all relevant information about the structure which can affect the pricing of the structure, inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work and make available to the contractor all relevant information required for the safe execution of the work, geotechnical information, structural design loads and methods and sequence of construction.

A4 The CIDB Standard for Uniformity in Construction Procurement requires that procurement documents comprise a number of component documents including the:

a) scope of work i.e. the document that specifies and describes the goods, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed

b) site information i.e. the document that describes the site as at the time of tender, to enable the tenderer to price his tender and to decide upon his method of working and programming

A5 Occupational health and safety is a constraint relating to the manner in which the contract work is to be performed. The scope of work needs to identify the high-level package specific hazards identified by the employer and communicate to the contractor any information which can affect the health and safety of anyone carrying out the construction works and can influence the pricing of the contract. It should also contain information provided by the designer of structures relating to any known or anticipated dangers or hazards relating to the construction work and all relevant information required for the safe execution of the work, geotechnical information, structural design loads and methods and sequence of construction if not shown on the construction drawings. It also needs to incorporate by reference this specification.

A6 Package specific information such as geotechnical information and existing buildings containing asbestos products should be included in the site information.

University of Venda

Creating Future Leaders

KCMQS PROJECT NO. N984

New Additions and Alterations to the Existing Nursing Science Simulation Building at the University of Venda, Thohoyandou, Limpopo Province

(CIDB GRADING NO: 5GB)

VOLUME 1 OF 2

PROCUREMENT DOCUMENT

(Based on NEC3 Engineering and Construction Contract)

Date of Issue: 25 June 2021

Issued by:

Director Facilities Management

University of the Venda, Thohoyandou

Name of tenderer: .....

Telephone Number: .....

Email Address: .....

Fax Number: .....

Cellphone Number: .....

Closing date: AS PER TENDER INVITATION

University of Venda

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University of Venda
Creating Future Leaders

University of the Venda, Thohoyandou
Proposed New Additions and Alterations to the Existing Nursing Science Simulation Building

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C3 Scope of work

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C4. Site Information

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University of Venda
Creating Future Leaders

University of the Venda, Thohoyandou
Proposed New Additions and Alterations to the Existing Nursing Science Simulation Building

T1.1 Tender Notice and Invitation to Tender

The University of Venda hereby invites tenders from suitably qualified and experienced contractors, for the **Proposed New Additions and Alterations to the Existing Nursing Science Simulation Building** as required at the **University of Venda Campus**, located at University Road, Thohoyandou.

Eligibility and preferencing criteria are stated in the tender document, tenderers must be registered with the CIDB and have a current minimum grading of **5GB.**

There will be no compulsory clarification meeting**.** The closing time for receipt of tenders is as per tender invitation. No telegraphic, telephonic, telex, facsimile, e-mail and late tenders will be accepted.

The tender box is situated at the **Main Entrance Gate at the University of Venda, University Road, Thohoyandou.**

Tenders may only be submitted on the tender documentation that is issued; alternative tenders are not permitted. ***Any and all queries must be addressed to the Supply Chain Management via email to Mr. X Ben-Mazwi, Head of Department, Supply Chain Management at*** xhanti.benmazwi@univen.ac.za

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

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University of the Venda, Thohoyandou
Proposed New Additions and Alterations to the Existing Nursing Science Simulation Building

T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender.*

SANS 10845-3 makes 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 provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is the **University of the Venda**, Thohoyandou, acting through its Facilities Management Office
3.2	The tender documents issued by the employer comprise the documents listed on the contents page.
3.4	The **employer's agent** is: Name: Mr. A. Magadani Tel: 015- 962 8312 Fax: 015 – 962 8222 Email: facilities@univen.ac.za
3.4	The language for communications is English.
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: A1. The tenderer has been represented at the compulsory clarification meeting and have signed the attendance register. A2. The tenderer is either a. registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984), or b. a joint venture, where all members of the joint venture are registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984), and a copy of the proposed joint venture agreement is provided with the tender submission; A3. The tenderer is registered on the Central Supplier Data Base (CSD), or all members of the joint venture are registered on the Central Supplier Database (CSD); A4. The tenderer has experience as a main contractor in the construction or renovation of similar buildings can provide **at least three contactable references for such projects each having a value in the same price range completed in the last 3 years**. A5. The tenderer is able to provide suitable financial statements for the preceding financial year within 12 months of the financial year end.

	A6. The tenderer has **a turnover over during its preceding financial year which is not less than Minimum of the project CIDB range.** A7. The tenderer is able to demonstrate a capability of producing a health and safety plan for the proposed works i.e. a documented plan which addresses identified hazards and includes safe work procedures to mitigate, reduce or control the hazards. A8. The tenderer is in possession of a letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease Act, 1993 (Act No. 130 of 1993) A9. The tenderer undertake to: 9.1. Subcontract a minimum of 30% of the contract value to local **capable and willing** Exempted Micro Enterprises (EMEs) or Qualifying Small Business Enterprises (QSE) as defined in the Preferential Procurement Regulations 2017. Compliance of preferential Procurement Regulation. 9.2. The tenderer undertakes to use local labour only in this project except where extraordinary circumstances arises and they have been discussed and approved with the Client Representative. The client will not compromise on quality and contract duration due to the appointment of local labourers and sub-contractors, thus it remains the responsibility of the main contractors to ensure that the appointed local labourers and sub-contractors are committed to the completion of the duration within the required duration and to approved quality standards.
4.1	Only the tenderer who is registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, for a GB class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: a. every member of the joint venture is registered with the CIDB; b. the lead partner has a contractor grading designation in the GB class of construction work; and c. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original.
4.13.5 4.15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **Location of tender box:** **Main Entrance Gate, The University of the Venda.** **Physical address:** **University Road, Thohoyandou** **Identification details:** **Tender reference number, Title of Tender and the closing date and time of the tender and tenderer's name, address and telephone number.**
4.13.4	The tenderer is required to submit with his tender the following certificates: 1) registration report from the National Treasury Central Supplier Database. 2) certificate of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease Act, 1993 (Act No. 130 of 1993).
4.13.5	The Original Tender Document to be submitted in a sealed envelope.

4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. No late bids will be accepted.
4.16.1	The tender offer validity period is ninety (90) days.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document
5.1	The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.
5.2	The employer shall issue addenda until three (3) working days before tender closing time.
5.4	Tenders will be opened immediately after the closing time for tenders.
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.
5.11.5	The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference). The total number of tender evaluation points shall be determined in accordance with the following procedure. **A. Phase 1: SCM Compliance** • This is the first phase where service provider's proposals and attachment will be checked as per Responsiveness Criteria as well as mandatory requirements. **B. Phase 2: Functionality Evaluation.** **C. Phase 3: Evaluation in terms of Preference Point Systems.**
	A. Responsiveness and Evaluation Criteria – SCM Compliance The **University of Venda** will consider no bid unless it meets the following responsiveness criteria and relevant documents have been submitted.
	A1. Partnerships / Joint venture (JV) to attached partnership / joint venture agreement and any related document that makes a legally formed JV and signed JV agreement.
	A2. Certified copy of Company Registration Certificate (COR14.3) has been attached.
	A3. Original, valid Tax Clearance Certificate; or Tax Compliance letter with unique security personal identification number (Pin) in terms of the Electronic Tax Compliance Status (TCS) System from SARS or proof of arrangement either South African Revenue Services (SARS)
	A4. Certified copy of Workmen's Compensation (Letter of good standing)
	A5. Certified copy of UIF (Certificate of Compliance).
	A6. Comprehensive company or entity business profile
	A7. Current and previous project profile – Experience indicating the following: • Project name and description • Client representative and contact Cellphone and telephone • Project final contract amount • Project start and completion date (month and year) • Project site / location
	A8. CV of 5 key personnel with accredited certificates: • Contract Manager • Quantity Surveyor • Site Agent • General foreman • Health and Safety Officer

	• Site SHEQ Officer
	A9. Project Implementation / Methodology and Quality Management Plan • Detailed timeline for implementation and procurement of resources • Procedures to be followed in the preparation for the commencement of the contract. • Standard operating procedures. • Progress Monitoring and control • Quality Management Systems • Management of non-conformance and management reports.
	A10. Occupational and Construction Health and Safety Plan • Legal compliance to house keeping • Legal compliance to construction activities • Compliance to OHS Act and its regulation
	A11. Registration Certificate: COID or Letter of good standing
	A12. Certified copy of BBBEE Certification or Letter of exemption from SANAS accredited verification agency or IRBA accredited Accountant. Joint Venture Entities must submit a combined B-BBEE Certificate / certified sworn affidavit.
	A13. Certified copies of Director (s) / Shareholder (s) identity document of not less than three (3) months. (Not copies of certified documents)
	A14. Certified copy of Valid CIDB registration certificate
	A15. Attendance of Compulsory Tender Briefing Session
	A16. Tender Document Fully Completed and Signed
	A17. Signing of Declaration of interest
	A18. List of Immediate available plant and other resources, and those that will be hired
	A19. Audited Annual Financial Statements within twelve (12) months of the current year
	A20. Bank Confirmation letter
	A21. SBD1 (Invitation to Bid) Make sure it is signed and thoroughly completed
	A22. SBD2 (Tax Clearance Certificate) Certificate must be original and valid
	A23. SBD3.1 (Pricing schedule) make sure it is signed and thoroughly completed
	A24. SBD4 (Declaration of interest) make sure it is signed and thoroughly completed
	A25. SBD 6.1 (Preference claim in terms of the Preferential Procurement Regulations, 2011) must be signed regardless if points are claimed or not. Make sure it is signed and thoroughly completed
	A26. SBD8 (Declaration of Bidder's past supply chain management practices) Make sure it is signed and thoroughly completed
	A27. General Conditions of Contract
	A28. Other documents as mentioned in the bid terms of reference

B. Phase 2: Functionality

- Functionality of bids will be evaluated according to the evaluation criteria set out in the bid documents – Terms of Reference below
- The minimum qualifying score for **functionality is 70 percent (%)** as set out below. Bidders who fail to achieve the minimum qualifying score for functionality will be disqualified from the bidding process.
- The panel members will individually evaluate the bids received for functionality against the following criteria as set out below:

  - The service provider must provide a proposal with the following headings,
  - And points will be allocated as follows:

No. A — FINANCIAL CREDIBILITY — Factor: 10

The tenderer is to provide bank rating from his/her Banking institution to justify credit risk

Scoring Ref.	Score	Description of Criteria
A1	10 Points	Credit rating of A
A2	7 Points	Credit rating of B
A3	5 Points	Credit rating of C
A4	3 Points	Credit rating of D or below
A5	0 = 0 Points	The tenderer has failed to address the question and has not provided proof

NB: Tenderer is to obtain and submit a bank rating relevant to the estimated project value. Failure to submit/attach such will result in the tenderer no being awarded the points.

B — SKILLS AND EXPEREINCE OF KEY PERSONNEL — Factor: 5 / 10 / 5

Points are allocated for required competencies and qualifications of allocated personnel for the project in consideration/ Required key personnel are: Project Manager, Site Agent and Site SHEQ Officer

Contract Manager

Scoring Ref.	Score	Description of Criteria
B1	5 = 5 Points	Five (5) or more years' experience on projects of similar nature appointed as project manager
B2	4-3 = 3 Points	Four (4) to Three (3) yeas experience on projects of similar nature appointed as project manager
B3	2-1 = 1 Point	Two (2) to One (1) years' experience on projects of similar nature appointed as project manager
B4	0 = 0 Points	The tenderer has failed to address the question and has not proved competency of the proposed project manager
Scoring Ref.	**Score**	**Description of Criteria**
B5	1 = 5 Points	Qualification: BTech / Degree in the Built Environment field of study
B6	1 = 3 Points	Qualification: National Diploma in the Built Environment field of study,
B7	0 = 0 Points	The tenderer has failed to address the question and has not proved qualifications of the proposed contract manager

Site Agent

Scoring Ref.	Score	Description of Criteria
B8	5 = 5 Points	Five (5) or more years' experience on projects of similar nature appointed as site agent
B9	3 = 3 Points	Four (4) to Three (3) years' experience on projects of similar nature appointed as site agent
B10	1 = 1 Points	Two (2) to One (1) years' experience on projects of similar nature appointed as site agent
B11	0 = 0 Points	The tenderer has failed to address the question and has not proved competency and qualifications of the proposed site agent

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Site SHEQ Officer

Scoring Ref.	Score	Description of Criteria
B12	5 = 3 Points	Five (5) or more years' experience on projects of similar nature appointed as SHEQ officer
B13	4-1 = 2 Points	Four (4) to One (1) years' experience on projects of similar nature appointed as SHEQ officer
B14	0 = 0 Points	The tenderer has failed to address the question and has not proved competency and qualifications of the proposed site SHEQ officer

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Scoring Ref.	Score	Description of Criteria
B15	2 = 2 Points	Qualification: Degree / BTech or National Diploma in Safety Management or similar approved
B16	1 = 1 Point	Qualification: Certificate in Safety Management or similar approved
B17	0 = 0 Points	The tenderer has failed to address the question and has not proved competency and qualifications of the proposed site SHEQ officer

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NB: Tenderers are encouraged to submit CV's with contactable references and certified qualifications of proposed key personnel. Failure to submit will result in the tenderer not being awarded points on the above criteria.

C **RELEVANT BUILDING PROJECTS EXPERIENCE**

Tenderers are required to demonstrate relevant past experience and competency and attach practical completion certificates. Tenderers are required to submit full details of, and reliable contactable references for relevant projects which were successfully completed. Projects relevant must be of similar scope, nature and size, completed within the last ten (10) years.
Successful completion of building projects in the last tender (10) years

Scoring Ref.	Score	Description of Criteria
C1	5 = 30 Points	Five (5) or more relevant or similar building projects successfully executed by the tenderer in the past 10 years
C2	3 = 20 Points	Four (4) to Three (3) relevant or similar building projects successfully executed by the tenderer in the past 10 years
C3	1 = 10 Points	Two (2) to One (1) relevant or similar building projects successfully executed by the tenderer in the past 10 years
C4	0 = 0 Points	The tenderer has failed to address the question and has not provided proof of completing similar building construction projects

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NB: Tenderers are required to attach practical completion certificates. Failure to submit/attach practical completion certificates for the projects will result in the bidder not being awarded the points

<table>
<tr><td>D</td><td>QUALITY OF PREVIOUS BUILDING PROJECTS</td><td>Tenderers are required to submit full details of, and reliable contactable references for relevant projects which were successfully completed

<table><tr><th>Scoring Ref.</th><th>Score</th><th>Description of Criteria</th></tr><tr><td>D1</td><td>5 = 30 Points</td><td>Five (5) or more details of contactable references submitted</td></tr><tr><td>D2</td><td>3 = 20 Points</td><td>Four (4) to Three (3) details of contactable references submitted</td></tr><tr><td>D3</td><td>1 = 10 Points</td><td>Two (2) to One (1) details of contactable references submitted</td></tr><tr><td>D4</td><td>0 = 0 Points</td><td>The tenderer has failed to address the question and has not provided any contactable references for relevant projects</td></tr></table>
<u>NB: Tenderers are encouraged to submit contactable references and list the most relevant construction industry related projects. Failure to submit/attach reference certificates will result in the tenderer not being awarded the points.</u></td><td>30</td></tr>
<tr><td>E</td><td>PROPOSAL & METHODOLOGY</td><td>Tenderers are required to submit a realistic project plan, execution plan and methodology

<table><tr><th>Scoring Ref.</th><th>Score</th><th>Description of Criteria</th></tr><tr><td>E1</td><td>5 Points</td><td>Realistic project plan</td></tr><tr><td>E2</td><td>5 Points</td><td>Project execution plan and project methodology</td></tr></table>
<u>NB: Each panel member will rate on the above-mentioned criteria</u></td><td>10</td></tr>
<tr><td colspan="2">TOTAL</td><td>Minimum points to be scored for Functionality is 70% of the points</td><td>100</td></tr>
</table>

<u>NB: The Client reserves the right to visit some of the projects previously completed by tenderer and conduct further investigations on the tenderers, even though the projects have not been listed as previous experience. The tenderer however, will be given an opportunity to provide any inputs if necessary.</u>

Notes to the Functionality:

a) ***Financial standing / credibility***

The service provider must obtain a letter of good standing from the Financial Institution (Bank) which includes a rating.

b) ***Skills and Experience of Key Personnel***

The service provider should provide a project team responsible for the execution of the project with adequate skills, qualifications and experience in delivery of similar projects.

- Site Agent
- Site SHEQ Officer
- Contract Manager

(CV's and copies of qualifications must be attached for points to be allocated)

c) ***Relevant Building Projects Experience and Quality***

The service provider must illustrate relevant experience over the past five (5) years) on similar or other projects and include the following:

Client name, Contact Person number, Project amount and Duration of project

- Similar Projects
- Other projects

d) **Proposal and Methodology**

The demonstration by the Bidders of

- Realistic Project Plan
- Work Breakdown Structure (WBS)
- Project Execution Plan and Project Methodology.

The points for the panel members will be added and expressed as a fraction of the best possible score for each particular criterion as set out.

5.11.5

C. Phase 3: Evaluation in terms of Preference Points

a) The bidders must **complete SBD 3.1: Pricing Schedule** and submit with the bid.

b) Only bids that achieve minimum qualifying score for Functionality in this bid will be considered for further evaluation.

c) The qualifying bids will be evaluated in accordance with the 80/20 preference point systems as prescribed in the PPPFA regulations 5 and 6.

d) The lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

e) The formulae that will be utilized in calculating points scores for prices is as follows:

80/20 Preference point system (for acquisition of services, works or goods with a Rand value above R1million) (all applicable taxes included)

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where:
Ps = Points scored for comparative price of bid or offer under consideration
Pt = Comparative price of bid or offer under consideration
Pmin = Comparative price of lowest acceptable bid or offer.

f) The points scored will be rounded off to the nearest two decimal places.

g) Then points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

BBBEE Level	80/20
Level 1	**20**
Level 2	18
Level 3	**14**
Level 4	12
Level 5	**8**
Level 6	6
Level 7	**4**
Level 8	2
Non-Compliant Contributor	**0**

Then the points scored for price will be added to the points scored for B-BBEE status level of contribution to obtain the bidders total points scored out of 100.

5.13	Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer provides written proof from SARS that the tenderer either has no tax obligations or has made arrangements to meet outstanding tax obligations; c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; and has supplied a certified copy. d) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document e) the financial offer is market related (see Regulations 6(9) and 7(9) of the 8(9) of the Preferential Procurement Regulations 2017): f) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; g) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and h) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; i) the tenderer has a bank rating issued by the tenderer's bank for a contract having a value of the tendered amount and the contract as stipulated in the contract data, of one of the following: • Undoubted for the amount of enquiry • Good for the amount of enquiry • Good for the amount quoted if strictly in the way of business • Fair Trade risk for amount of enquiry
5.17	The number of paper copies of the signed contract to be provided by the employer is one.
	The additional conditions of tender are: 1. **The client** may cancel a contract awarded to a person if: a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person. 2. **The client** may reject the bid of any person if that person or any of its directors has: a) Failed, during the last five years, to perform satisfactorily on a previous contract with **the client** or any other organ of state after written notice was given to that bidder that performance was unsatisfactory; b) Abused the supply chain management system of the entity or have committed any improper conduct in relation to this system; c) Been convicted of fraud or corruption during the past five years. d) Willfully neglected, reneged on or failed to comply with any government or other public sector contract during the past five years; or e) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on Nation Treasury's database as a person prohibited from doing business with public sector.

T.2.1 List of returnable documents

1 Documentation to demonstrate eligibility to have tenders evaluated

- Schedule 1: Three contactable references for works of a similar nature
- Annual Financial Statements Declaration.
- A copy of a recent health and safety plan for works of a similar nature or a proposed health and safety plan for the proposed works

Note: Failure to provide these documents will result in the tender not being evaluated

2 Returnable Schedules required for tender evaluation purposes

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Compulsory Declaration
- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Evaluation Schedule 2A: Key Person Contracts Manager
- Evaluation Schedule 2B: Key Person Site Agent
- Evaluation Schedule 2C: Site SHEQ Officer
- Evaluation Schedule 3: Value added by Tenderer
- Schedule 4: Anticipated Employment Schedule
- Schedule 5: Financial Standing
- Schedule 6: Previous Experience

3 Other documents required for tender evaluation purposes

The tenderer must submit the following returnable documents:

- B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, a duly completed sworn affidavit on the relevant form obtained from the DTI website (https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp)
- Suitable annual financial statements for the preceding financial year within 12 months of the financial year end
- A verification certificate from SARS displaying the tenderer's Tax Number and SARS PIN required to verify their good standing.
- A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)

4 Returnable schedules for incorporation into the contract

- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Evaluation Schedule 2A: Key Person Contracts Manager
- Evaluation Schedule 2B: Key Person Site Agent
- Evaluation Schedule 2C: Key Person Site SHEQ Officer
- Schedule 4: Anticipated Employment Schedule

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

6 C1.2 Contract Data (Part 2)

7 C2.2 Bill of quantities

The Tenderer's attention is drawn to Part 2 of the Contract Data which require the Tenderer to enter a "*direct fee percentage" and a "subcontracted fee percentage.*" as well a number of cost parameters. Compensation events which result in changes to the Prices are assessed on the basis of Defined Cost (i.e. the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not, as derived from the tendered cost parameters). These *percentages* are applied to components of Defined Cost when making changes to the Prices in terms of the Contract and cover everything that is not included in Defined Cost.

Tenderers need to price these percentages and the cost parameters associated with the Schedule of Cost Components realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule.

Failure to sign the form of offer and acceptance and to provide these percentages and cost parameters in Part 2 of the Tender Data will render the tender "non-responsive".

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 or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

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

Tenderer .....

Proposed amendments and qualifications

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Compulsory Declaration

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	

Section 3: SARS Information

Tax reference number	
Tax compliance status pin number	
VAT registration number:	*State Not Registered if not registered for VAT*

Section 4: CIDB registration number

CIDB Registration number *(if applicable)*	

Section 5: National Treasury Central Supplier Database

CSD Master Registration Number Attach CSD registration report	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

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

Preferencing schedule: Broad Based Black Economic Empowerment Status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that "*Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any* ***relevant code of good practice*** *issued in terms of this Act in developing and implementing a preferential procurement policy.*"

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003, including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide proof of B-BBEE status level of contributor in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Proof of B-BBEE status level of contributor

Proof of B-BBEE status level of contributor in the form of an:

- appropriate original or certified completed affidavit downloaded from www.thedti.gov.za/economic_empowerment/bee_codes.jsp; or
- an original or certified copy of a valid verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (www.sanas.co.za/af-directory/bbbee_list.php)

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status level of contributor	**Status level of tenderer** *(tick relevant level)*	**Number of preference points**	
		90/10 preference points system	**80/20 preference points system**
Form not completed or non-complaint contributor		0	0
Level 8 contributor		1	2
Level 7 contributor		2	4
Level 6 contributor		3	6
Level 5 contributor		4	8
Level 4 contributor		5	12
Level 3 contributor		6	14
Level 2 contributor		9	18
Level 1 contributor		10	20

4 Declaration

The tenderer declares that

a) the tendering entity is a level contributor as stated in the submitted proof of B-BBEE status level of contributor as at the closing date for submissions

b) the tendering entity has been measured in terms of the following code (tick applicable box):

☐ Generic code of good practice

☐ Other – specify

.....

.....

c) the tendering entity confirms that it will only enter into a sub-contract with the Employer's prior approval and is not permitted to subcontract more than 25% of the total of the prices of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor unless the contract is subcontractor to an Exempted Micro Enterprises which has the capability to execute the contract.

d) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

e) **the tendering entity undertakes to sub-contract minimum 30% of the contract value to qualifying entities that are either Exempted Micro Enterprise (EME) or Qualifying Small Enterprises (QSE) as defined in the preferential Procurement Regulations 2017. The sub-contracting will be in line with <u>NORMAL</u> business practices.**

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature: .....

Name: .....

Duly authorised to sign on behalf of: .....

Telephone: .....

Fax: ..... Date: .....

Name of witness: ..... Signature of witness: .....

Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference.

2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

Schedule 1: Contactable client references for the construction of new buildings or renovation of buildings.

The experience of the tenderer as opposed to the key staff members / experts in the renovation and extension of existing buildings over the last three years having a contract value of **not less than the minimum of the CIDB Range** needs to be stated in the tabulation below

Contactable reference #1.		**Description of main contract / subcontract stating clearly the type of services constructed**	**Location**	**Contract /subcontract value inclusive of VAT (Rand)**	**Completion / practical completion date**
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					
Contactable reference #2.		**Description of main contract / subcontract stating clearly the type of services constructed**	**Location**	**Contract /subcontract value inclusive of VAT (Rand)**	**Completion / practical completion date**
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					

Contactable reference #3.		Description of main contract / subcontract stating clearly the type of services constructed	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					
Contactable reference #4.		**Description of main contract / subcontract stating clearly the type of services constructed**	**Location**	**Contract /subcontract value inclusive of VAT (Rand)**	**Completion / practical completion date**
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					

Contactable reference #5.		Description of main contract / subcontract stating clearly the type of services constructed	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					
Contactable reference #6.		**Description of main contract / subcontract stating clearly the type of services constructed**	**Location**	**Contract /subcontract value inclusive of VAT (Rand)**	**Completion / practical completion date**
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					

Contactable reference #7.		Description of main contract / subcontract stating clearly the type of services constructed	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					
Contactable reference #8.		**Description of main contract / subcontract stating clearly the type of services constructed**	**Location**	**Contract /subcontract value inclusive of VAT (Rand)**	**Completion / practical completion date**
Name of organisation:		☐ New Buildings ☐ Renovation	☐ Mpumalanga ☐ Limpopo ☐ Gauteng ☐ Northwest ☐ Northern Cape ☐ Eastern Cape ☐ Western Cape ☐ Kwazulu-Natal ☐ Free State ☐ Rural ☐ Urban	☐ Subcontract ☐ Joint Venture ☐ Main Contract	
Contact Person:					
Telephone:					
Email (if available):					

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Annual Financial Statements Declaration

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

1) The enterprise's financial year end is . . . . . .

2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable

3) The enterprise has compiled its financial accounts [tick one box]:

□ internally □ independently

4) The following statement applies to the enterprise [tick one box and provide relevant information]

□ enterprise has had its financial statements audited;

name of auditor . . . . . .

□ enterprise is required by law to have an independent review of its financial statements

name of independent reviewer . . . . . .

□ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements

5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]

6) The annual turnover for the last financial year is R . . . . . .

7) The total assets as at the end of the last financial year is R . . . . . .

8) The total liabilities as at the end of the financial year is R . . . . . .

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

EVALUATION SCHEDULE 2A: EXPERIENCE OF KEY PERSONNEL: CONTRACT MANAGER

The Contract Manager is the person who takes full responsibility for the delivery of the project, and manages the resourcing, and operations. This person is typically either a director of the company, or reports directly to a director of the company.
The experience of the Contract Manager will be evaluated in relation to the scope of work from various aspects some of which are as follows:

1. General experience and qualifications in relation to the works:

   The Contract Manager's qualifications and general career experience should be demonstrated.

2. Knowledge of issues pertinent to the works.

   The Contract Manager project experience that relates specifically to similar projects in similar areas or locations should be detailed.

The experience of the Tenderer in similar projects or similar areas and conditions in relation to the required works as described in the scope of work **over the last five years** will be evaluated.

A CV of the key person of **not** more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

1 Personal particulars
- name
- date and place of birth
- place (s) of tertiary education and dates associated therewith
- professional awards

2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations (Attach copies of each)
3 Name of current employer and position in enterprise
4 Overview of work experience (year, organization and position)
5 Outline of recent experience that has a bearing on the scope of work

The scoring of the experience of the Contract Manager will be as per the set functionality criteria stipulated before.

The contract manager's CV as well as this schedule should be signed by both the Tenderer and the contract Manager.

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Contract Manager:

_____	_____	_____
Name	**Signature**	**Date**

Tenderer:

_____	_____	_____
Name	**Signature**	**Date**

Tenderer Position: _____

EVALUATION SCHEDULE 2B: EXPERIENCE OF KEY PERSONNEL: SITE AGENT

The Site Agent is the person appointed by the contractor to take full responsibility for the daily operations on site, and manages all resources, plans the day-to-day operations and ensures the quality of workmanship meets the specifications. The Site Agent is also the person who takes instruction from the Project Manager and is the contact point for communications between the contractor and the Project Manager and employer. The experience of the Site Agent will be evaluated in relation to the scope of work from various various aspects some of which are as follows:

1. General experience and qualifications in relation to the works:

   The Site Agent's qualifications and general career experience should be demonstrated.

2. Knowledge of issues pertinent to the works:

   The Site Agent's project experience that relates specifically to similar projects in similar areas or locations should be detailed.

The experience of the Tenderer in similar projects or similar areas and conditions in relation to the required works as described in the scope of work **over the last five years** will be evaluated.

A CV of the key person of **not** more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

1 Personal particulars:
- name
- date and place of birth
- place (s) of tertiary education and dates associated therewith
- professional awards

2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations (Attach copies of each)
3 Name of current employer and position in enterprise
4 Overview of work experience (year, organization and position)
5 Outline of recent experience that has a bearing on the scope of work

The scoring of the experience of the Site Agent will be as per the set functionality criteria as stipulated before:

The site Agent's CV as well as this schedule should be signed by both the tenderer and the site agent.

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Site Agent:

_____	_____	_____
Name	**Signature**	**Date**

Tenderer:

_____	_____	_____
Name	**Signature**	**Date**

Tenderer Position: _____

EVALUATION SCHEDULE 2B: EXPERIENCE OF KEY PERSONNEL: SITE AGENT

The Site Agent is the person appointed by the contractor to take full responsibility for the daily operations on site, and manages all resources, plans the day-to-day operations and ensures the quality of workmanship meets the specifications. The Site Agent is also the person who takes instruction from the Project Manager and is the contact point for communications between the contractor and the Project Manager and employer. The experience of the Site Agent will be evaluated in relation to the scope of work from various various aspects some of which are as follows:

1. General experience and qualifications in relation to the works:

   The Site Agent's qualifications and general career experience should be demonstrated.

2. Knowledge of issues pertinent to the works:

   The Site Agent's project experience that relates specifically to similar projects in similar areas or locations should be detailed.

The experience of the Tenderer in similar projects or similar areas and conditions in relation to the required works as described in the scope of work **over the last five years** will be evaluated.

A CV of the key person of **not** more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

1 Personal particulars:
- name
- date and place of birth
- place (s) of tertiary education and dates associated therewith
- professional awards

2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations (Attach copies of each)
3 Name of current employer and position in enterprise
4 Overview of work experience (year, organization and position)
5 Outline of recent experience that has a bearing on the scope of work

The scoring of the experience of the Site Agent will be as per the set functionality criteria as stipulated before:

The site Agent's CV as well as this schedule should be signed by both the tenderer and the site agent.

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Site Agent:

_____	_____	_____
Name	**Signature**	**Date**

Tenderer:

_____	_____	_____
Name	**Signature**	**Date**

Tenderer Position: _____

Schedule 4: Anticipated Employment Schedule

The tenderer is to provide anticipated employment generation that the tenderer anticipates for the execution of the Contract both in terms of number of persons and total person days for each category provided. The number of personnel should include the personnel employed by sub-contractors.

Number of persons planned to be employed																
Occupational Category	**Total**		**Adult**				**Youth**				**Disabled**					
			Female		**Male**		**Female**		**Male**		**Female**		**Male**			
	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days		
Clerical																
Labourer																
Managerial																
Semi-skilled																
Skilled																
Supervisor																
Total																

Note:
- Each person may only be counted once. If a person falls into more than one category, disabled persons take preference, then youth, then adults.
- The Tenderer must include all occupational categories that are required for the project (Clerical, Labourer, Managerial, Semi-skilled, Skilled and Supervisor).

Definitions for each target group are included in the Part C3 Scope of Work, Section 2.0

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Schedule 5: Tenderer's Financial Standing

The Tenderer is required to provide information necessary for the Employer to evaluate the Tenderer's financial standing.

The Tenderer is requested to provide the following details of it's banker and bank account that it intends to use for project, in order for the Employer to obtain a Bank Rating for the value tendered and over the envisaged contract period.

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

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

Telephone number: ..... Facsimile number: .....

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

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

Tender Assessment Schedule (NEC3 ECC – Main Option B)

Tenderers are required to tender a total of Prices and a percentage for overheads and profit added to Defined Cost for people and a percentage for overheads and profit added to other Defined Cost. The NEC3 Engineering and Construction Short Contract defines Defined Cost and requires any additions or omissions to the contract and compensation events to be based on the effect of the addition, omission or event on Defined Cost i.e. the effect on people employed by the Contractor, Plant and Materials, work subcontracted by the Contractor and Equipment. The tendered percentages for overheads and profit are added to Defined Cost in order to establish the changes in the Prices. It is therefore important to assess the potential impact of these percentages on the final Price of the contract and to encourage tenderers to tender realistic percentages. This is best achieved by reducing tenders to a common base in terms of this Tender Assessment Schedule.

The parameters tendered in the Contract Data by the *Contractor* are to be reduced to a common base for comparative purposes as follows:

Tendered total of the Prices (from Summary to Bill of Quantities) R..... (1)

Employer's assumption regarding the quantum of compensation events for tender evaluation purposes:

Assumed value of compensation events:

= 15 % of Tendered total of the Prices

= 15 / 100 x (1) = R..... (2)

Assessing the impact of the tendered fee percentages in the contract data associated with compensation events

= assumed value of compensation events x (0,50 x p1 + 0,50 x p2)

= (2) x (0,50 x...../ 100 + 0,50 x..... / 100) = R..... ... (3)

Where p1 = *direct fee percentage*
p2 = *subcontracted fee percentage*

Assessing the impact of the tendered fee cost parameters in the contract data associated with the compensation events

Employer's estimates of the impact of tendered parameters on Defined Cost for comparative purposes:

1	2	3	4	5
Subcomponent	**Estimated percentage Of (2)**	**Tendered percentages (from Contract Data: Part 2 – Data provided by the *Contractor*)**	**Adjustment**	
			Calculation	**Rand (Amount)**
Equipment ex published lists element	5%	Percentage for adjustment for Equipment in the published lists + / - . . . . . %	(2) x column 2 / 100 x column 3 / 100	
People	20%	Percentage for people overheads ..... %		
Total 1 (3)				

Comparative offer for tender evaluation purposes

= (1) + (3)

. . . . . + ...

= R. . . . . .

University of Venda
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University of the Venda, Thohoyandou
Proposed New Additions and Alterations to the Existing Nursing Science Simulation Building

C1.1 Form of Offer and Acceptance

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of works as described in Part 1 of the Contract Data.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words).....

.....Rands;

R..... (in figures)

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* **in** the conditions of contract identified in the Contract Data.

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name of Witness .....

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

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two (2) weeks of receiving an appointment letter or completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, **this agreement comes into effect on the date when the tenderer receives an appointment letter or one fully completed original copy of this document, including the Schedule of Deviations (if any).** Unless the tenderer (now *Contractor*) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s) _____ Date: _____

Name(s) _____

Capacity _____

for the Employer University of the Venda, Private Bag X5050, **THOHOYANDOU,** 0950

(Insert name and address of organisation)

Name of Witness _____

Signature(s) _____ Date: _____

Schedule of Deviations (Should the space not be sufficient please attach additional page behind this page).

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

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

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

Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Engineering and Construction Contract (Third edition of June 2005 with amendments June 2006 and April 2013) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the First Edition of June 2005 may be downloaded from https://www.neccontract.com/getmedia/b78e52ca-a375-44dc-8098-e86499503213/OptionB.pdf.aspx)

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract which requires it.

Part one - Data provided by the *Employer*

1 General

The *conditions of contract* are the core clauses and the clauses for Main Option

B: **Priced contract with bill of quantities**

W1: **Dispute resolution procedure – Arbitration**

X1: Price-Adjustment for inflation

X2: **Changes in the law**

X5: **Sectional Completion**

X7: **Delay damages**

X13: **Performance Bond**

X16: **Retention**

X17: **Low performance damages**

Z: ***Additional conditions of contract***

of the NEC3 Engineering and Construction Contract (June 2005)

10.1 The *Employer* is the University of the Venda as represented by **the Director of Facilities Management Offices.**

Name: **Mr. A Magadani**
Address: **University Road,**
Thohoyandou,
Limpopo Province
Tel: **015 – 962 8312**
Fax¨ **015 – 962 8222**
Email: **facilities@univen.ac.za**

10.1 The *Project Manager* is:

Name: KMS Architects (Pty) Ltd
Address: Kruger Park Office Park, Unit no. 7, 100 Marshall Street, Polokwane, 0699
Tel: 015 590 0995
Fax: 086 767 8079
Email: admin@kmsarch.co.za
p.kagori@kmsarch.co.za
r.masia@kmsarch.co.za

10.1 The *Supervisor* is:

Name: KMS Architects (Pty) Ltd
Address: Kruger Park Office Park, Unit no. 7, 100 Marshall Street, Polokwane, 0699
Tel: 015 590 0995
Fax: 086 767 8079
Email: admin@kmsarch.co.za
p.kagori@kmsarch.co.za
r.masia@kmsarch.co.za

The actions of the Supervisor relating to the notification of tests and inspections and their results (clause 40.2), the watching of tests (clause 40.3), the undertaking of tests and inspection before delivery (clause 40.5), the notification of the outcome of tests (clause 41.1), instructions to search for defects (clause 42.1), notification of defects (clause 42.2), issuing of defect certificates, are delegated as follows:

Architects

KMS Architects (Pty) LTD
P. O. Box 1206
POLOKWANE
0700

Kruger Park Office Park, Unit no. 7
100 Marshall Street
POLOKWANE
0699

Tel: (015) 590 0995
Fax: 086 767 8079
Email: admin@kmsarch.co.za
p.kagori@kmsarch.co.za
r.masia@kmsarch.co.za

Civil Engineers

Endecon Ubuntu (Pty) Ltd Engineering Consultants
P.O. Box 477
FAUNA PARK
0787

128 Suid Street
POLOKWANE
0699

Tel: (015) 291 3363
Fax: 086 662 9244
Email: lufuno@endecon.co.za

Structural Engineers

Endecon Ubuntu (Pty) Ltd Engineering Consultants
P.O. Box 477
FAUNA PARK
0787

128 Suid Street
POLOKWANE
0699

Tel: (015) 291 3363
Fax: 086 662 9244
Email: willie@endecon.co.za

Mechanical Engineers

Muteo Consulting
P O Box 6196
POLOKWANE
0700

39 Grobler Street
POLOKWANE
0699

Tel: (015) 291 4065
Fax: (015) 291 4043
Email: londanim@muteo.co.za

Electrical Engineers

Muteo Consulting
P O Box 6196
POLOKWANE
0700

39 Grobler Street
POLOKWANE
0699

Tel: (015) 291 4065
Fax: (015) 291 4043
Email: vonanif@muteo.co.za

Quantity Surveyors

KC Maiwashe & Associates

P.O. Box 3102
POLOKWANE
0700

No. 130 Suid Street
POLOKWANE
0699

Tel: (015) 291 1163
Fax: (015) 291 1142
Email: khathu@kcmqs.co.za
tinyiko@kcmqs.co.za

Occupational Health and Safety

University of Venda
Private Bag X5050
THOHOYANDOU
0950

Mphephu Drive
Opposite Khoroni Hotel
THOHOYANDOU
0950

Tel: (015) 962 8501
Fax: (015) 962 8222
Email: Thabelo.Makanise@univen.ac.za

Landscaping, vegetation and Environmentalist	N/A
Environmental Consulting	N/A

11.2(3) The *completion date* for the whole of the *works* is **six (6) months from the starting date**. 11.2(9)

The *key dates* and the *conditions* to be met are:

	***Condition* to be met**	***key date***
1	Complete Construction of all building works	six (6) months from starting date

11.2(13) The ***works*** are the extension of existing builidngs and related siteworks at **UNIVEN Nursing Science Simulation Building.**

11.2(14) The following matters will be included in the **Risk Register**

1 Potential Health Outbreak.

2 Potential Health Epidemic.

3 Potential Health Pandemic.

4 Potential strike by students.

5 Non-payment of domestic sub-contractors and labourers by contractor.

6 Non-payment of Nominated / Selected sub-contractors by contractor.

7 The location of underground power and water supply and drainage on site is not known.

8 The location of underground power and water supply and drainage on site is not known.

11.2(15) The ***boundaries*** *of the site* are shown in the Site Information.

11.2(16) The Site Information is in Part C4: Site Information

11.2(19) The Works Information is in Part C3: Scope of Work

12.2	The ***law of the contract*** is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The ***language*** *of this contract* is English
13.3	The ***period*** *for reply* is two (2) weeks
2	**The Contractor's main responsibilities**
	No data is required for this section of the *conditions of contract.*
3	**Time**
30.1	The ***access dates*** to the whole of the works **within two weeks** of the ***starting date***.
31.1	The *Contractor* is to submit a first programme for acceptance **within two weeks** of the ***starting date***
31.2	The ***starting date*** is **two weeks** after the Contractor receives a letter of appointment from the client, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance. The original fully completed document may be handed over to him later **BUT** will have all schedule of deviations (if any) as contained in the Form of Offer and Acceptance and captured in the letter of appointment.
32.2	The *Contractor* submits **revised programmes** at intervals no longer than **5 weeks**.
4	**Testing and Defects**
42.2	The ***defects date*** is **12 weeks** after Completion of the whole of the works except that the defects date for the electrical and mechanical systems is 52 weeks
43.2	The ***defect correction period*** is **two weeks** except that the ***defect correction period*** for **plumbing and electrical work** is **two days**
5	**Payment**
50.1	The *assessment interval* is monthly.
51.1	The *currency of this contract* is the South African Rand.
51.4	The interest rate on late payment is the prime lending rate.
6	**Compensation events**

60.1(13) The place where weather is to be recorded is at the nearest South African Weather Bureau station to the Site.

The *weather measurements* to be recorded for each calendar month are

1) the cumulative rainfall (mm)
2) the number of days with rainfall more than 10 mm
3) the number of days with minimum air temperature less than 0 degrees Celsius
4) the number of days with temperatures above 35 degrees Celsius

The place where weather is to be recorded (on the Site) is **UNIVEN Nursing Science Simulation Building** site.

The *weather data* are the records of past *weather measurements* for each calendar month which were **recorded at the University of Venda** or **closest area** as recorded by the SA Weather Bureau.

7	**Title**
	No data is required for this section of the *conditions of contract.*
8	**Risks and insurance**
82.1	The Employer provides these insurances: The Employer has insured itself against the acts and omissions of persons acting on its behalf and its students and staff are insured during the course and scope of the Employer's business. The Employer's maximum liability will be limited, whether for a single or multiple event, to the extent of its insurance cover herein.
82.1	The Contractor provides these insurances: 1 The Contractor must insure itself against liability arising out of or due to its fault or the fault of any of its employees, agents, associates or other persons acting on its behalf. Such coverage must be on terms satisfactory to and in an amount considered appropriate by the **Client's Insurance** Brokers. The Service Provider must provide proof to the satisfaction of the **Client** that such insurance cover has been taken out. 2 Loss or damage to equipment for a sum sufficient to provide for their replacement. 3 Loss or damage to Plant and Materials which are outside of the working areas and which are marked by the Supervisor for the contract in accordance with the provisions of the contract sufficient to cover their replacement. 4 Public Liability to the Sum of **R 20 million.** 5 Replacement cost to the Sum of **Contract sum + 20%.** 6 Cover of existing surrounding buildings to the amount of R 15 million
9	**Termination**
	There is no Contract Data required for this section of the *conditions of contract.*
10	**Data for main Option clause**
B	**Priced contract with bill of quantities**
60.6	The *method of measurement* is stated in Part C2.1: Pricing Assumptions
11	**Data for Option W1**
W1.1	The *Adjudicator* is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).
W1.2(3)	The *adjudicator nominating body* is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).

W1.4(2) The *tribunal* is arbitration

W1.4(5) The *arbitration procedure* is as set out in the Rules for the Conduct of Arbitrations Fifth Edition 2005 published by the Association of Arbitrators (Southern Africa)

The place where arbitration is to be held is Johannesburg, or anywhere as chosen by the arbitrator.

The person or organisation who will choose an arbitrator
- if the Parties cannot agree a choice or
- if the *arbitration procedure* does not state who selects an arbitrator,

is the Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X1 Price Adjustment for inflation

CALCULATION OF ADJUSTMENT

1. The adjustment for price inflation should be calculated based on the latest Construction Material Indices P0151.1 as issued by the Department of Statistics South Africa. The principal agent shall calculate an adjustment amount for each valuation period in respect of each work group by the application of the formula:

$$A = 0.85 \times V ((Xe/Xo)-1)$$

Where:
- A = the **adjustment amount**
- 0.85 = a constant which provides for a 15% non-adjustable element.
- V = the **work value** in such **work group** and the **valuation period**.
- Xe = the value of the **index** applicable to such **work group** and the **valuation period** for the calendar month during which the **payment certificate** is dated.
- Xo = the value of the **index** applicable to such **work group** for the **base month.**

2. The adjustment amount shall be:

2.1 Shown separately in a statement supporting a **payment certificate** issued according to the agreement

2.2 the net amount to be added to or deducted from the **contract value**

2.3 Inclusive of work carried out by nominated or selected subcontractors, which shall be irrespective of whether or not the **agreement** provides for a cash discount to the **contractor** in respect of any amounts due. **Adjustment amount** payment to such subcontractors shall not be subject to any such discount.

2.4 Subject to the same conditions in respect of retention, any other form of security or any other monies due to or from the **contractor** in terms of the **agreement.**

3. The non-adjustable elements of the formula represent the portion of the works for which the **contractor** carries risk of inflation.

4. UNFIXED MATERIALS

4.1 The value of unfixed materials included in a payment certificate shall be:

4.1.1 Allocated to work groups

4.1.2 Added to the work value in the same work group

4.1.3 Adjusted by application of the formula

4.2 Any unfixed materials valued at current rates shall not be subject to adjustment

5. AVERAGING OF INDICES

5.1 Should any interval between consecutive payment certificates **include more than one** index **value following**

last one used for the earlier payment certificate, **the adjustment amount shall be calculated using the average of all such** index **values for each** work group.

X2 Changes in the law

No data is required for this Option

X5.1 The completion date for each section of the works is:

N/A

X5 & X7 Sectional Completion and delay damages used together

X7.1 Delay damages for late Completion of the *works* are:

0.05% of the contract value per calendar day

X13 Performance bond

X13.1 The form of the performance bond is in the form set out in the document 1.3 Securities: Performance Bond

The amount of the performance bond is **7.5%** of the total of Prices in the Form of Offer and Acceptance.

X16 Retention

X16.1 The *retention free amount* is R0.00.

The *retention percentage* is **5.0 %**

X17 Low performance damages – N/A

X17.1 In the event that the *Contractor* fails to substantiate that any failure to achieve the Contract Participation Goal specified in the Scope of Work was due to quantitative under runs, the elimination of items, or any other reason beyond the *Contractor's* control which may be acceptable to the *Employer*, the *Contractor* pays to the *Employer* a financial penalty calculated in the following manner:

$$P = 0{,}15 \times \frac{(D - Do)}{(100)} \times N_A$$

where D = the Contract Participation Goal specified in the Scope of Work.
Do = the Contract Participation Goal which the *Employer's* representative based on the credits passed, certifies as being achieved upon completion of the Contract.
N_A = Net Amount
P = Rand value of penalty payable

X17.1 In the event that the Contractor damages any **services supply, roads, and buildings etc.** that will need repair, the low performance damages will be based on the value as calculated by the **Project Manager** and the **Supervisor** supported by detailed breakdowns.

Z *Additional conditions of contract*

The *additional conditions of contract* are:

Z1 Tax invoices

The *Contractor*'s invoice.

The Contractor submits his valid tax invoice within one week after receiving a payment certificate from the *Project Manager* in terms of clause 51.1.

Change the payment period to thirty (30) days from receipt of invoice and all other documentation required by the Project Manager.

Where the Contractor does not submit his valid tax certificate within the time required:

- the period within which payment is made in terms of clause 51.2 and
- the time allowed in clause 91.4

Are extended by the length of time from the date when the Contractor should have submitted his valid tax invoice to the date when he does submit it.

Z2 Communications

Add to the end of the first sentence in core Clause 13.1:

"excluding communication by a communications protocol allowing the interchange of short text messages between mobile telephone devices"

Z3 Selection and appointment of the *Adjudicator*

A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za) whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator*. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, June 2005.

Z4 Notification of a compensation event

Replace "eight weeks" in clause 61.3 with "four weeks".

Z5 Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Contractor* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Contractor* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Contractor* contemplated in section 37(2).

Z6 Insurance claims

In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the *Employer* the *Contractor:*

a) in addition to any statutory requirement or other requirements contained in the contract immediately notifies the *Employer's* Insurance Brokers and the *Project Manager* giving the circumstances nature and an estimate of the loss or damage or liability.
b) completes a Claims Advice Form available from the Insurance Brokers to whom the form is returned without delay and provides a copy of such claim to the *Project Manager.*
c) negotiates the settlement of claims with the Insurers through the *Employer's* Insurance Brokers and when required to do so obtains the *Employer's* approval of such settlement.

The *Employer* and Insurers have the right to make all and any enquiries on the Site or elsewhere as to the cause and results of any such occurrence and the *Contractor* co-operates in the carrying out of such enquiries.

Z7 **Insurance cover taken out by the Contractor**

Insurance cover which the *Contractor* is required to take out in terms of the contract shall contain terms acceptable to the *Employer's* insurance broker. A reason for not accepting the cover is that it does not comply with the contract.

Without detracting from the liability of the *Contractor* as set out in this Contract, the *Contractor* must at all times while this Contract is in force maintain insurance cover satisfactory to the *Employer's* insurance brokers, including professional indemnity and public liability insurance which adequately insures against all the liabilities imposed by this Contract.

Before starting work under this Contract, the *Contractor* shall be fully insured against loss or damage to the *Contractor's* vehicles, tools and any other Equipment owned or operated by the *Contractor.*

The *Contractor* shall forward proof of its insurance cover specified in this Contract to the *Employer* on or before the *start date* and thereafter the terms shall not be altered without the consent of the Employer. Proof of payment of premium on the policy shall be furnished to the *Employer.* This clause shall not limit the *Contractor's* right to source and transfer cover to another insurance company acceptable to the *Employer* along similar lines to those agreed between the Parties, provided that the *Contractor* shall notify the *Employer* at least 30 (thirty) days before effecting such change.

The *Contractor* shall ensure each sub-contractor is insured against the sub-contractor's corresponding liabilities.

Insofar as either Party is liable in law therefore, the Parties' have insured themselves against the acts and omissions of persons acting on such Party's behalf and the Parties' registered students and staff are insured during the course and scope of their registered courses and within the scope of the Parties' business. Wits' maximum liability will be limited, whether for a single or multiple event, to the extent of its insurance cover

Z8 **Transfer of rights**

The *Employer* owns the *Contractor's* rights over materials prepared by the *Contractor* for this contract, unless otherwise stated in the Works Information. The *Contractor* obtains other rights for the *Employer* as stated in the Works Information and obtains from a Subcontractor equivalent rights for the *Employer* over material prepared by the Subcontractor. The *Contractor* provides to the *Employer* the document which transfers these rights to the *Employer.*

Z9. **Design: Schedule of cost components and shorter schedule of cost components**

Delete clause **5 Manufacture and fabrication** and clause **6 Design**

Replace 11.2(22) with:

Defined Cost is the:

- cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not, and
- the amount paid to Subcontractors for the manufacture and fabrication of Plant and Materials which are wholly or partly designed specifically for the works and manufactured or fabricated outside the Working Areas, and cost of design of the works and Equipment done outside the Working Areas

excluding the cost of preparing quotations for compensation events

Z10. **Retention**

Replace the last paragraph in X16.2 with the following:

The amount retained remains at this amount until the Defects Certificate has been issued for works other than the electrical and mechanical systems of the works identified in the Package Order. This amount is halved in the next assessment after the issuing of such Defects Certificate and remains the same until the Defects Certificate for the identified electrical and mechanical system has been issued. No amount is retained in the assessments made after the last Defects Certificate has been issued.

Z11. **Compensation Event**

Change the 0.5% in clause 60.4 to 20%.

University of Venda
Creating Future Leaders

University of the Venda, Thohoyandou
Proposed New Additions and Alterations to the Existing Nursing Science Simulation Building

Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Engineering and Construction Contract (Third edition of June 2005 with amendments June 2006 and April 2013) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the First Edition of June 2005 may be downloaded from https://www.neccontract.com/getmedia/b78e52ca-a375-44dc-8098-e86499503213/OptionB.pdf.aspx)

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

Part two - Data provided by the *Contractor*

10.1	The *Contractor* is (Name): Address Tel No. Fax No. Email
11.2(8)	The *direct fee percentage* is.....% The *subcontracted fee percentage* is.....%
11.2(18)	The *working areas* are the Site.
11.2(14)	The following matters will be included in the Risk Register **(Should the space not be sufficient please attach additional page behind this page).**

B	**Priced contract with bill of quantities**
11.2	The bill of quantities is in Part C2.2: Bill of Quantities
11.2(31)	The tendered total of the Prices is in Part C1.1 Form of Offer and Acceptance

	Data for the Shorter Schedules of Cost Components (SSCC)
41 in SSCC	The percentage for people overheads is .....%
21 in SSCC	The published list of Equipment is the last edition of the list published by the Contractor's Plant Hire Association in their publication Hire SA in Africa (tel: 011-293-7457)
	The percentage for adjustment for Equipment in the published list is ..... % (state plus or minus)

Part C1.3 Securities: Performance bond (for use with Option X13)

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

[*Insert Contractor's name and registered address]*

Bank reference No.
Date:

Dear Sirs,

Performance Bond – Demand Guarantee for *[insert name of Contractor]* required in terms of contract *[insert Contractor's contract reference number or title]*

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	***[Insert name of Bank, Branch (if applicable) and Registration Number]***
1.2	"Bank's Address" means	***[Insert physical address of Bank]***
1.3	"Contract" means	the written agreement relating to providing the *works*, entered into between the *Employer* and the *Contractor*, on or about the ..... day of .... 20... ***(Insert Contract Reference No.)*** as amended, varied, restated, novated or substituted from time to time;
1.4	"*Contractor*" means	***(insert name of Contractor)***, a company registered in accordance with the laws of the Republic of South Africa under Registration No ***(insert registration number)***.
1.5	"*Employer*" means	***(insert name of Employer)***
1.6	"Expiry Date" means	the earlier of • the date that the Bank receives a notice from the Employer stating that Completion has been achieved and all notified Defects within two months of Completion have been corrected, or • the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the *Employer*.
1.7	"Guaranteed Sum" means	the sum of R.....(in figures) and .....in words
1.8	"*works*" means	***[insert details from Contract Data part 1]***

2. ***At the instance of the Contractor, we the undersigned*** _____

and _____, ***in our respective capacities***

as _____ ***and*** _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the Employer as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the Employer, on written demand from the Employer received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- be signed on behalf of the *Employer* by a director of the *Employer*;
- state the amount claimed ("the Demand Amount');
- state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be **delayed**, by the fact that a dispute may exist between the *Employer* and the *Contractor*.

6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.

7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.

8. This Guarantee:

- shall expire on the Expiry Date until which time it is irrevocable;
- is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
- shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- shall be regarded as a liquid document for the purpose of obtaining a court order; and
- shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa;
- will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at ..... on this ..... day of 20

For and on behalf of the Bank

Bank Signatories(s)		
Name(s) (printed)		
Witness(s)		
Bank's seal or stamp		

C2: Pricing Data

C.2.1 Pricing assumptions (Option B)

C.2.1.1 General

C.2.1.1.1 The *Contractor* is paid under Option B (Bill of quantities) for completed work i.e. work without Defects. Option B is a re-measurement contract and the bill comprises only items measured in terms of the standard method of measurement using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

C.2.1.1.2 The method of measurement is the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:

a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of Civil Engineering Standard Method of Measurement – Southern African edition.

C.2.1.1.3 Use is made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

C.2.1.1.4 Information in the Bill of Quantities is not Works Information or Site Information (see clause 20.1 and 55.1). Accordingly, instructions to do work or how it is to be done are not included in the Bill, but in the Works Information as the *Contractor* Provides the Works in accordance with the Works Information. The Bill of Quantities is only a pricing document.

C.2.1.1.5 The Bill of Quantities needs to be read in conjunction with the drawings identified in the Works Information.

C.2.1.1.6 In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in the Pricing Assumptions, the latter shall prevail.

C.2.1.1.7 The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m^2	square metre
m^2-pass	square metre pass
m^3	cubic metre
m^3-km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.1.2 General assumptions

2.1.2.1 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

2.1.2.2 The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

2.1.2.3 An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.

2.1.2.4 All Prices in the Bill of Quantities exclude VAT, while the total of Prices reflected in the Form of Offer and Acceptance includes VAT.

C.2.1.3 Compensation events

C.2.1.3.1 The Shorter Schedule of Cost Component *is generally used to assess compensation events.* **Clause 63.13** provides that the rates and Prices in the Bill of Quantities may by agreement be used as a basis for assessment of compensation events instead of Defined Cost.

C.2.1.3.2 The Shorter Schedule of Cost Component establishes what is included and excluded under each component and how cost is assessed.

C.2.1.3.3 The Site is the area within the boundaries of the site and the volume above and below it which are affected by work included in the contract. This area will comprise locations provided by the *Employer* for the works. The *Contractor* may establish depots or use areas of land for the purposes of the contract which are distant from the Site, e,g, borrow pits or compounds, in which case he should describe such areas in the working area in the Contract Data: Part 2 – Data provided by the *Contractor* (see data associated with clause 11.2(18)). Cost for people, certain charges and Equipment in these areas will be included in the SSCC. If no such areas are described, all work undertaken off site is covered by the Fee.

C.2.1.3.4 Mistakes which are departures from the rules for item descriptions or division of work into items in the method of measurement, ambiguities or inconsistencies in the Bill of Quantities are compensation events.

C.2.1.3.5 A difference between the final total quantity of work done and the quantity for an item stated in the Bill of Quantities which delays completion or the meeting of the Condition stated for a Key Date is a compensation event.

C.2.1.3.6 A difference between the final quantity of work done and the quantity stated for an item in the Bill of Quantities not arising from a change in Works Information is a compensation event if it causes the Defined Cost per unit of quantity to change and the final Price for the item is more than 20% of the total of Prices at the Contract Date.

C.2.1.3.7 Work associated with any budgetary allowances and prime costs are dealt with as compensation events.

C2.1.3.8 Values included in the Bill of Quantities as Provisional Sums are identified as estimated values which are to be subcontracted in accordance with the subcontracting procedures included in the Scope of Works. The value of the Provisional Sum is adjusted according to the agreed subcontracted amount identified through the subcontracting procedures, and agreed with the Employer.

C.2.2 Bill of quantities

REFER TO VOLUME 2 OF THE TENDER PACKAGE.

University of Venda
Creating Future Leaders

University of the Venda, Thohoyandou
Proposed New Additions and Alterations to the Existing Nursing Science Simulation Building

C3: Scope of work

1 Description of the works

1.1 Employer's objectives

The **University of Venda** is continuously improving and expanding the facilities on its campus, **University Road, Thohoyandou.**

The University's objectives are **to Extend the Existing Nursing Science Simulation Building for**:

- Student, staff and community
- Deliver improved and expanded facilities in terms of predetermined parameters relating to function, time, cost and quality

1.2 Overview or the works

The scope of the works has been developed through a series of consultative and considered exercises to arrive at a design that will advance the development of the **University of Venda's Nursing Science Studies.**

1.3 Extent of the works

The works comprises Additions and Alterations to the existing building by adding **Nursing Science Simulation Building**.

1.4 Location of the works

The site is located on the **University of Venda, University Road, Thohoyandou**.

2 Participation of target groups in the performance of the contract

2.1 The contractor shall in the performance of the contract engage targeted enterprises and / or targeted labour in accordance with the provisions of the SANS 10845-Part 8, *Participation of Targeted Labour in contracts,* in the performance of the contract in accordance with the following specification data. (Copies of SANS10845-Part 8 can be obtained from the SABS Store available at https://store.sabs.co.za/)

Clause	Data
2.6	The employer's representative is the Project Manager identified in the Contract Data
2.8	Targeted labour is South African citizens who permanently reside within the target areas who do not supervise the work of others and who are recognised as such by members of the community residing within the target area.
2.9	**Target Areas** **The target area 1** are villages and townships within 10km radius from site. **The target area 2** is an area that falls within a 50 km radius of their site.
3.1	The following weightings between these target areas applies: • Target area 1 - 1.0 • Target area 2 - 0.8
3.1	Three contract participation goals are to be met for the following target groups: • 35% for women who permanently reside in the target areas • 15% for youth (between 18 and 35 years of age) who permanently reside in the target areas • 2% for persons with disabilities who permanently reside in the target areas Youth are persons who turn between 18 and 35 years of age during the calendar year. Disabled are persons who receive disability grants from the state. The tenderer shall make every effort to employ persons in such a manner as not to jeopardise any grants that the persons receive following the conclusion of the contract.

2.2 The Contractor shall prepare their Contract participation goal implementation plan (Annex C of SANS10845-Part 8) for the contract within 2 weeks of the *starting date.*

2.3 The Contractor shall prepare the Contract schedule for targeted labour contained in Annex F of SANS10845-Part 8 on a monthly basis, and this shall be attached to each certificate as at the measurement date. Supporting information as required by the Project Manager shall be attached to such a schedule.

3 Procurement

3.1 Scope of mandatory subcontracting works.

- Except for Provisional Sums, there are no mandatory portions to be sub-contracted, however, 30% of the works should be sub-contracted based on the requirements, this should be sub-contracted based on normal sub-contracting agreements and only sub-contractors who are willing to enter into agreements based on normal processes and sub-contracting agreements should be considered.

3.2 Subcontracting procedures

The contractor shall advertise and call for competitive tenders or quotations in respect of each portion of the works that they required to be subcontracted in terms of Section 3.1 of the Scope of Work, in accordance with the *National Treasury Standard for Infrastructure Procurement and Delivery Management.* The Contract Data in the associated procurement documents shall be based on the **NEC3 Engineering and Construction Short Subcontract**, with minimal project specific variations and amendments that do not change their intended usage.

The *Employer* together with the *Contractor* shall evaluate the tenders received in accordance with the provisions of *SANS 10845-Part 3 Standard Conditions of Tender.* The evaluation panel shall comprise equal representatives from the *Employer* and from the *Contractor.*

The *Contractor* shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission

The *Contractor* shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

3.3 Subcontracting for other purposes

The Contractor shall:

3.3.1 Work to be subcontracted

The Contractor may elect to Subcontract portions of the Works, with the exception of the management of the Works.

3.3.2 Approval of subcontractors

Unless accepted otherwise by the **Project Manager**, subcontract only to contractors and suppliers to be mutually agreed between the **Contractor** and **Project Manager**.

3.3.3 Subcontracting procedure

Subcontract in accordance with the following minimum requirements:

3.3.3.1 Subcontract terms and conditions to be used.

Be advised that in order to minimise exposure to adverse risks and assist compliance with the conditions of contract, the Contractor should use only NEC contracts, namely the NEC

- Engineering and Construction Subcontract (ECS), or
- Engineering and Construction Short Contract (ECSC).

3.3.3.2 Preparation of subcontract documents and issue of subcontract tenders

The Contractor is responsible for producing subcontract documentation at his cost. Subcontract tenders shall be issued and controlled by the Contractor. The subcontracting procedure for any subcontracted work outside of that specified in 3.1 above shall be conducted by the Contractor.

3.3.3.3 Receipt, evaluation and adjudication of subcontract tenders, and award of subcontracts.

The Contractor shall undertake all evaluation of offers for work that they wish to subcontract, and upon identification of their preferred subcontractor, shall inform the **Project Manager** of their choice for acceptance (which shall not be unreasonably withheld). The **Project Manager** shall review the proposed submission from the subcontractor, their experience, capacity and capability, and shall notify the Contractor of any potential risks or concerns regarding the subcontractor's appointment within a period of 7 days, failing which acceptance will be deemed to have been granted.

3.4. Human Resources - hiring of labour

The Contractor shall:

3.4.1 Conditions of employment:

When employing people to do work in the Working Areas, use conditions of employment which are not less favourable than those applicable to similar work being carried out on or in the vicinity.

3.4.2 Source / Nationality of labour

Wherever possible use people whose normal place of abode is within a reasonable commuting distance from the Working Area. It must be noted that the Contractor is required to meet the Contract Participation Goal for Targeted Labour stated in the Scope of Work.

3.4.3 Permits to work

Ensure that all people doing work in the Working Areas are in possession at all times of the necessary security / entrance permits, and (national) work permits in the case of non-resident persons.

The contractor should ensure that the workers and all his staff are identifiable by wearing PPE with the Company Logo as well as having entrance cards that are issued by the **University of Venda Protection Services.**

3.4.4 Contractor's risk

Accept that refusal or associated delay or inconvenience in the granting of such permits is a Contractor's risk and will not be compensated for by the Employer. This applies irrespective of any assistance given or procedure imposed by the Employer, or others.

3.4.5 Industrial relations

Maintain an up to date and pro-active stance in the promotion and handling of industrial relations

4 Works specifications

4.1 General

The Contractor shall only incorporate in the works materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

a) fit for their intended purpose; and

b) capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

4.2 The construction of elements of the building that are the subject of National Building Regulations shall, unless otherwise indicated on the construction drawings or elsewhere specified in the Scope of Work, be in accordance with the relevant provisions of the corresponding part of SANS 10400, *The Application of National Building Regulations.*

NOTE: Sub-regulation A14(1)(a) (Construction) of the National Building regulations requires that the construction of any building or element shall be such that the building or element as constructed does not compromise the design intent of any design solution that satisfies the requirements of a functional regulation." This sub-regulation is deemed to be satisfied if such construction satisfies the requirements of the relevant Part of SANS 10400.

4.3 Specification Data for SANS 2001 standards for construction works

4.3.1 The South African National Standards, which can be purchased online from www.sabs.co.za, make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

4.3.2 There is no variation to the following standards:

- SANS2001-CC1
- SANS2001-CM1
- SANS2001-EM1

4.4 Overview of works

The scope of works has been developed through a series of consultative and considered exercises to arrive at a design that will advance the development of the **University of Venda.**

4.4.1 Nursing Science Building

This scope of the works entails the Addition to the existing building by adding Nursing Science Simulation Building.

4.4.2 Design of Services

The following design criteria have been adopted:

All the Civil Engineering Services are to be designed and constructed in accordance with the CSIR's Guidelines for Human Settlement Planning and Design Manual - Vol. 2, as well as the applicable SANS/SABS 1200 Specifications.

The Structural Design needs to comply with relevant SANS/SABS Design Codes:

- 0100: Concrete
- 0160: Steel
- 0162: Wood
- 0160: Load

4.5. Site Services

The layouts of the respective services to be constructed are included as per the attached set of drawings.

4.5.1 Superstructures

- Construction of walls.
- New timber doors internally and externally.
- New timber roof construction

4.5.1 Foundations

Foundations will be reinforced strip-footings and bases. Details will be issued on the Construction Drawings.

Excavations for foundations are to be approximately 1000mm deep below the bottom of bases and footings and filled with imported material compacted to 93% Mod AASHTO Density prior to casting of 30Mpa concrete to reinforced strip-footings and bases.

4.5.1 Surface beds

Surface beds will be cast on top of imported material imported to site and compacted in 150mm thick layers at 93% Mod AASHTO Density.

Surface beds will consist of 100mm thick 30Mpa concrete slab with mesh reinforcing.

4.5.2 Locks

- New locks for new timber doors internally.

4.5.3 Windows

- Windows will be new aluminium windows.

4.5.4 Floor finishes

- Vinyl sheeting and porcelain tiles.

4.5.5 Wall finishes

- New wall tiles in the bathrooms
- New vinyl sheeting in walls.

4.5.6 Painting

- Painting to door frames.
- Painting to new walls, fascia and barge boards

4.5.7 Plumbing and Drainage

- New sanitary fittings.
- New water and sewer reticulation.

4.6 Storm water

Storm water from roofs and downpipes shall to be diverted away from the new buildings towards the natural slope of the surrounding areas and in some instances to the existing stormwater system. All measures should be taken to prevent erosion and transportation of silt to the nearby river and stormwater system.

4.6.1 Procurement:

The Contractor will be required to utilise the procurement procedures stated in 3.2 of this Scope of Work.

4.7 Electrical Works

4.7.1 Extent of Electrical Works

The extent of electrical work required for the project will be designed by the Electrical Engineers. Detailed installation requirements will be issued to the Contractor, who will be required to prepare and subcontract such works in accordance with the provisions of 3.2 of the Scope of Works.

The following installations will be included as part of the electrical works:

- Electrical and associated Installation
- Fire detection
- Access control
- Lighting installations for various areas
- Suitable power supply for HVAC installations.
- Power metering requirements for separate areas of the project.

Electricity supply to the site is existing and sufficient for the purposes.

Internal infrastructure will consist of supplies from an existing main low voltage distribution board, which will provide feeders for sub-distribution boards, various building distribution boards, site lighting, and miscellaneous other site services as required. Sub-distribution boards will be located within distribution cupboards, or built into brickwork. These will provide feeders for lighting circuits, normal power plug circuits, dedicated power plug circuits, HVAC circuits and other miscellaneous circuits as required (e.g. geysers, electric doors, security etc). Secondary low voltage cabling will be run from the main low voltage board to the sub-distribution boards.

Lighting installations throughout the project will be designed according to the required parameters to ensure adequate lighting. Low energy lamps and lighting systems will be installed. Detailed lighting layouts for the accommodation units will be prepared by the Architects / Electrical Engineers. Switching will be through presence sensing switching as well as lighting level control by dimming, to ensure that energy efficiency designs are achieved.

Where feasible, site services will be installed in combined trenches.

4.7.2 Security and Data / Communication Systems

Univen Protection Services Security will be responsible for the design, specification procurement and installation of the security systems. Specialists will be engaged to supply, install and commission these systems.

4.7.3 Procurement:

The Contractor will be required to utilize the procurement procedures stated in 3.2 of this Scope of Work.

5 Management

5.1 General

5.1.1 Environmental Management

The Contractor shall ensure that the requirements of **Environmental Management Plan** contained in this document are adhered in the execution of the works

5.1.2 Quality Control and Plan

The contractor shall provide the Project Manager within two weeks of the *starting date*, the *Contractor*'s Quality Plan indicating methods of quality assurance, inspections, signing off / handing over procedures, etc.
The contractor shall prepare a Site Quality Control programme encompassing all aspects of the works, inter alia:

- Quality of the physical works
- Site documentation
- EMP Compliance
- OH&S Compliance and management

The contractor shall demonstrate how Compliance with approved Quality Control Plan will be achieved

5.1.3 Ablutions

The contractor shall provide temporary toilets for the use of the *Contractor* and his workmen and all of his subcontractors, the toilets shall be of chemical type or water borne. The *Contractor* must maintain these toilets in a thoroughly clean and tidy condition all in accordance with the Environmental Management Plan.

5.2 SANS 1921-1 Specification

5.2.1 SANS 1921-1, *Construction and management requirements for works contracts - Part 1 specification,* data is applicable to the works.

5.2.2 The abovementioned South African National Standard make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards. Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

5.2.3 The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts - Part 1: General engineering and construction works	
Clause	**Specification data**
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible, save plumbing and electrical as built drawings
4.2.1	The responsibility strategy assigned to the contractor for the works is 'A'.
4.2.2	The Project Manager is **KMS Architects (Pty) Ltd, KMS Architects** has delegated powers to the consultants as indicated in the Contract Data.
4.3.1	The planning, programme and method statements are to comply with the Contract Data.
4.3.3	The notice period for inspection is 2 working Days
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer will be advised at a later stage.

4.14.3	The Contractor is required to provide any office accommodation, equipment, and accommodation for site meetings and other facilities for use by the employer and his agents.
4.14.5	The Contractor is required to provide latrine and ablution facilities for his staff and workmen.
4.14.6	There are no requirements for the provision and erection of separate sign boards for consultants and subcontractors.
4.17.3	Services which are known to exist on the site will be shown to the contractor on site.

Variations

None

Additional clauses

Water and electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

a) water : C

b) electricity : C

Service	Option		
	A	B	C
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of **water free of charge** for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and **be responsible for costs** associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity form the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of **electricity free of charge** for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for **costs associated with all electricity** consumed.

5.3 Site supervision and management

The Contractor shall provide within two weeks of the *starting date*, or by a later date agreed with the Project Manager, a detailed layout and boundary plan of the agreed Working Areas in compliance with the Environmental Management Plan.

5.3.1 *Contractor's* Supervision

Provide full and up to date telephone, fax and e-mail contact details for the named key people, stating which of them may be contacted telephonically at any time (in the event of an emergency) throughout the period from the *starting date* to Completion of the whole of the *works*. The contractor shall also provide appropriate contact details for the period from Completion of the whole of the *works* to the issue of the Defects Certificate.

No key persons may be changed without the prior approval from the *Project Manager* and without the substitution of a suitably qualified alternative person.

5.3.2 Contract Management Meetings

Attended by : Contractor(s)
Project Manager
Supervisor
Employer
Site / relevant SHEQ Agent
Other consultant with delegated powers

Chaired by: Project Manager
Purpose: Monitoring of construction progress and programme
Contractor issues
Quality control
Site Instructions
Design
Early warning and compensation events
Frequency: Every two weeks

Progress and Site Inspections

Attended by: Contractors
Project manager
Other relevant consultants with delegated powers
Site SHEQ Agent
Supervisor
Employer

Purpose: Inspect works, progress and quality
Frequency: Every two weeks

Subcontractors may not be present at progress meetings **unless** specifically requested by the *Contractor* or *Project Manager*

5.3.3.1 Maintaining Accounts and records

The Contractor shall assist the Project Manager with each assessment of the amount due by providing information as required by the Project Manager or Quantity Surveyor who has delegated powers within the time periods requested by them.

5.3.3.2 Site Records

Retain on Site and for the *Project Manager*'s inspection at any time, daily records of People and Equipment employed within the Working Areas.

The following records are to be kept and maintained on site and be tabled at the fortnightly site meetings:

- Daily labour records including all local labour content including names and ID numbers and physical address and proof thereof.
- Daily plant records.
- Daily rain records.
- Concrete casting records, quantity and position
- Concrete test cubes results
- Compaction test results

5.3.4 Certificates and approvals

The *Contractor* shall be responsible for obtaining the following approval certificates on behalf of the *Employer* before *Completion*:

- Drainage Certificate from the Local Authority.
- A certificate from the appointed Fire Consultant confirming that all fire related reticulation completed is to his satisfaction.
- Ensuring that all the requirements relating to this scope of works are met in order for the occupation certificate to be issued without delay.
- All other required certificates

5.3.5 Media releases and publication of information

All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project shall vest in the *Employer*.

The *Contractor together* with his subcontractors shall not, without written consent of the

Employer, cause any statement or advertisement to be printed, screened or aired by the media.

5.3.6 Samples and mock-ups

As and when required by the *Project Manager*, the *Contractor* shall provide samples of materials specified for approval inter alia:

- Plaster samples ± 3x3m2
- Paint samples ± 1m2
- Tile samples ± 1 m2

The samples will be provided at the contractor's costs.

5.4 Construction

5.4.1 Temporary works and Site services

5.4.1.1 Liaison with local authorities

Obtain permission from the relevant authority and pay all deposits fees and charges necessary for the use of public facilities, crossings and any area encroaching on the Working Areas that the Contractor deems necessary for Providing the Works.

5.4.1.2 Advertising rights

Accept that, within the Working Areas, the right to advertise and to conduct any publicity in connection with the Site or the works belongs to the Employer.

5.4.1.3 Barricades

Provide fences, gates access, weather protection and anything else necessary for the security, protection, and safety of the public, Contractor's employees and others.

5.4.1.4 Site Security

A fence will be used to control access in the construction site area. No unauthorized person will be permitted to enter in the barricaded zone

5.4.1.5 Notice boards

The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m high. The exact extent of the details, colour scheme and wording will be provided by the principal agent on the day of the site handover. The board shall be securely fixed to and including a suitable supporting structure of timber or tubular posts and braces.

5.4.1.6 Offices & sheds

Provide, erect, maintain and remove at Completion temporary sheds for storage of materials and Plant

5.4.1.7 Services & facilities

The contractor will be required, apart from his own requirements, to provide the following facilities for use by site personnel of the Employer's Representative:

Main office for the Employer's Representative and meeting room

A furnished main office is to be provided for staff of the Employer's Representative at the Contractor's main camp site.

The office shall comprise:

- Well ventilated room with a total floor area of at least 20m².
- One (1) boardroom table of at least 3.5m x 1.8m with ten (10) chairs.
- All windows and doors of the office shall be lockable and burglar-proofed.

5.4.1.7.1 Water and Electricity

Water and Electricity for the works shall be provided by the Employer at a single point and used by the contractor in line with Option C.

If, in the opinion of the Project Manager there is excessive wastage of either water or electricity, the Contractor will be warned. If the wastage is not rectified immediately a fine will be levied of **R500** per event, which will be deducted from the monthly payment certificate.

5.4.1.7.2 Telecommunication equipment

Telephone and facsimile facilities are to be provided by the Contractor.

5.4.1.8 Protection

The contractor shall provide for the protection of all work for which a defects certificate has not been issued and which is liable to be damaged from any cause, which protection shall include inter alia:

Protection of the works from all storms, inclement weather, exposure to the sun and the removal of water from whatever source from the works.

Note: This item is in addition to the allowance for keeping excavations free of water provided elsewhere

Provision and maintenance of all necessary temporary protection of finished and or existing work liable to be damaged during the progress of the works by properly covering up, isolating, etc as required.

The Contractor shall be responsible for any loss or damage, which may occur and shall make good and or replace at his own expense.

5.5.2 Construction constraints

5.5.2.1 Access, access restrictions, roads

Access to **University of Venda** to perform the works shall be via the **main gate** and strictly in accordance with Access to performing works and services on the **University of Venda** available at the Protection Services.

The Contractor is considered to have fully acquainted himself of the access and other site-related conditions, and to have made all reasonable provisions for working on the site in the pricing of the works.

5.5.2.2 Payment of wages to Contractors' labour
The Contractor or the subcontractor(s) shall not pay his workmen wages on site. Alternative mechanisms shall be used for payment of wages.

5.5.2.3 Site records
Proper records are to be kept and made available for inspection on site for the following:

Rain Fall Duration on site
- Of rainfall in hours
- Total daily rain fall

Temperature
- Daily minimum and maximum temperatures
- Daily hours per day where temperature exceed 35°c

5.5.3 Testing, Completion, commissioning and correction of Defects

5.5.3.1 Completion of the works

The Project Manager and the Supervisor shall inspect the works from time to time and pursuant thereto give the Contractor interpretations and guidance on the standard and state of completion of the works which will be required for the contractor to achieve completion.

When in the opinion of the Contractor, the Works have been satisfactorily completed in accordance with the Works Information and Quality Plan, the Contractor shall notify the Project Manager who shall inspect the Works in terms of the agreement within 7 days of such notice. The Contractor shall correct Defects in terms of the conditions laid out in clause 43 of the NEC3 Engineering and Construction Contract.

5.5.3.2 Certificates required on completion

The Contractor shall forward to the Project Manager the following on completion:

1. Local Authority drainage certificate
2. A certificate from the appointed Fire Consultant confirming that all fire related reticulation is to his satisfaction
3. All spare parts, tools and operating manuals (as built drawings of the Works to be provided)
4. All other certificates as specified elsewhere.

The Contractor is to demonstrate to the Project Manager and the Employers supervisory staff all operating and maintenance requirements.

5.5.3.3 Completion of the works

Prior to certification of completion of the works, the Contractor shall have executed and completed the following to the accepted standards;

- All construction work to be completed and amongst other the following:
- Carpentry works and glazing
- Timber treatment with CCA
- Ceiling
- Water Reticulation
- Sewer reticulation within the section
- Testing (toilet flushing, no leakage and commissioned)
- All windows installed and glazed and fully operational and certificates issued.
- All doors installed including all ironmongery and to be fully operational.
- All keys to be tagged and identified
- Unit(s) section to deep cleaned "ready for occupation/ Employer fit out"
- All statutory signage installed
- All defect(s) that would prevent the section from being used for its intended purpose must be rectified
- The works must be completed in order for the works to be used for its intended purpose
- Any defects after the completion date are to be corrected after "operating times"

Without exception, all aspects of the works and all areas shall be ready for occupation.

5.5.4. The testing and operation of all Plant and services

The **Architects** and **all consultants** with delegated powers are to sign all defects certificates as being completed and defects rectified.

All the notified defects raised at the final inspection that would prevent the use of the works for their intended purpose must have been corrected.

6. Drawings:

Tender Drawings are issued in volume 2 of this document.

7 Title to objects and materials within the site

Earth, stone, gravel and sand, and all other materials existing on, excavated from or obtained by the removal of vegetation or demolition of structures on the site, shall be at the Contractor's disposal in so far as they are required for incorporation into the works.

8 Health and Safety

8.1 The major hazards identified by the Employer are that the works will take place within the **University of Venda** which is in use and will involve students and staff at all times.

8.2 The Contractor shall manage health and safety in accordance with the Employer's Occupational Health and Safety Specification for Construction Works Contracts (see attached).

9 Completion strategy

9.1 The Contractor shall develop a completion strategy to minimize the correction of defects after Completion and to achieve Completion on or before the Completion Date. Such a strategy shall include a systematic approach to ensuring that employees and subcontractors search for defects as the work progresses, programme their work in such a manner that defects are corrected ahead of Completion and sufficient time is allowed for commissioning.

9.2 The completion strategy should be framed around the systematic acceptance and / or testing of materials, plant, workmanship and subsystems as the works proceed in order to address issues ahead of completion and the allocation of tasks to ensure satisfactory completion.

10 Tax invoices

10.1 VAT invoices that are submitted to the Employer shall include the following details:

- **University of Venda VAT No: 439 021 8818**
- **Addressed to:**
  - **University of Venda**
  - **Private BagX5050**
  - **Thohoyandou**
  - **0950**
  - **Attention: Director Facilities Management**
- Contractor details
- Company registration No if applicable:
- Contractor's VAT No:
- Tax Invoice Number:
- Contractor's Banking details for payment
- A statement of Monies received to date and currently claimed

10.2 Original invoices, signed by a member of the Contractor's staff who is duly authorised to do so, shall be submitted to the **Project Manager** or **Quantity Surveyor** (who has delegated powers) for payment purposes.

11 Vendor registration

The Contractor shall complete vendor registration forms before the first assessment date. Such forms shall, as relevant be accompanied by the following documents, where applicable:

- Company registration documents, share certificate and joint venture agreements
- Certified copies of the Identity Documents of directors / managing members
- Tax clearance certificate
- VAT registration certificate
- B-BBEE Certification and B-BBEE Rating Certificate
- Company letter head
- A cancelled cheque of stamped letter from the bank, verifying the banking details

12 Reporting for Project Board Committee

The Project Manager is required to report on projects under their mandate to the Project Board Committee. Various information is needed from the Contractor to ensure that such reporting can be properly conducted.

The following minimum information will be provided by the Contractor, at the frequency required by the Project Manager, or on an ad hoc basis, depending on the Project Manager's reporting requirements.

- Timeframe for implementation
    - Actual Start Date
    - Planned End Date
- Project Construction Timeframe
    - Planned Start Date
    - Actual Start Date
    - Planned End Date
    - Actual End Date
- Direct Jobs planned (average for each period)
    - Total Jobs Planned (entire project)
    - 2020/21
    - 2021/22
    - Project Cost (R) (Contract value)
    - Total Cost of Project Planned (Cost at completion)

- Historical progress on projects currently active (report required at the start of each quarter)
    - Total Actual Spend to end of quarter (R)
    - Total Actual Local Spend to end of quarter (R)
    - Construction Progress up to end of quarter (as a fraction, 0.0 to 0.9)
    - Total Direct Jobs Planned to end of quarter
    - Total Actual Direct Jobs on end of quarter
    - Total Actual Direct Jobs for Youth on end of quarter
    - Total Actual Direct Jobs for Women on end of quarter
    - Total Actual Direct Jobs for the Disabled-on end of quarter
    - Additional Info / Key Challenges
- Progress this Quarter (report required at the end of each quarter)
    - Total Planned Spend for the quarter (R)
    - Total Actual Spend for quarter (R)
    - Total Actual Local Spend for quarter (R)
    - Planned construction progress up to end of quarter (0.0 to 1.0)
    - Actual construction progress up to end of quarter (0.0 to 1.0)
    - Total Direct Jobs Planned for the Quarter
    - Total Actual Direct Jobs on end of quarter
    - Total Actual Direct Jobs for Youth on end of quarter
    - Total Actual Direct Jobs for Women on end of quarter
    - Total Actual Direct Jobs for the Disabled-on end of quarter
    - Additional Info / Key Challenges

These reports will be prepared based on substantiated information that is kept and maintained by the Contractor. All information provided in a report to the Project Manager shall have appropriate substantiating information that can stand up to scrutiny and auditing.

C4: Site information

4.1 Site Location

The **University of Venda** is situated in **Thohoyandou** and is approached via the **University Road**.

The University Road Turn off is at four-way robot intersection which connect to a turn off to **Khoroni Hotel Casino Convention Resort.**

University of Venda
Creating Future Leaders

Annexure 1: ENVIRONMENTAL MANAGEMENT PLAN (EMP)

1 Introduction

1.1 The site of the **Proposed New Additions and Alterations to the Existing Nursing Science Simulation Building** is situated in the University of Venda Campus.
1.2 Although no environmental impact assessment process is necessary for the development, the environment within which the construction is to take place is such that environmental management in accordance with a plan is required.

2 Reporting

2.1 The contractor shall develop an internal reporting structure to monitor compliance with this Environmental Management Plan (EMP) in a format agreed with the Supervisor's delegate. Reports shall be generated on a monthly basis and shall include information on the environmental impacts, issues and management and highlight any instances of non-compliance.

2.2 The monthly report shall be consolidated into an end of construction report within two weeks of completion of the whole of the works.

3 Description of the Activities

The nature of the interventions associated with the works is as follows:
- Excavation of trenches
- Build earthworks
- Breaking down of walls
- Construction of walls.

4 Resultant Environmental Impacts

The following environmental impacts may arise from the activities listed in 3:
- Removal of some of the vegetation in order to undertake the proposed construction
- Generation of dust
- Generation of construction noise
- Potential contamination of surface water run-off
- Potential contamination of ground water

These environmental impacts can be mitigated by adhering to the measures contained in this EMP.

5 Environmental Management Plan

5.1 The Contractor shall appoint an environmental officer (EO) to ensure that the requirements of the Environmental Management Plan (EMP) are met. The EO shall:

- monitor the contractor's compliance with the EMP on a daily basis
- report findings to the Supervisor's delegate if necessary
- prepare monthly report for the independent environmental auditor; and
- attend relevant project meetings.

5.2 The contractor shall uphold the objectives in the Environmental Management Plan by adhering to the requirements of the following mitigation measures:

TASK	OBJECTIVES	MITIGATION MEASURES
General		
Road network	To ensure that natural areas are not disturbed	The contractor and all sub-contractors shall keep to the existing road network
Identification of suitable area for construction camp	To limit the impact of the construction on the surrounding natural area. Limit the extent of the environmental impact that the construction camp may have.	• The site camp shall be within a demarcated area. • The site camp shall be fenced off to ensure that encroachment into the surrounding natural area is avoided. • The contractor and sub-contractors shall locate within the demarcated area their ablution facilities, waste containers, fuel storage areas, laydown areas etc. • No vehicle may be extensively repaired on site. • All effluent waste water shall be effectively disposed of. All temporary structures shall be removed and areas affected by the works rehabilitated on completion of the works.
Protection of the works area	To limit the impact of the construction on the surrounding natural area as well as limit disturbance to the parts of the development that are still in operation	• The protected works area will be indicated by the Project Manager • The works area shall be fenced off to ensure that encroachment into the surrounding natural and operations areas are avoided. • Construction staff shall make use only of the provided facilities (such as chemical toilets) • No trespassing of workers into areas outside of what is demarcated shall be permitted
Demolition of existing buildings	To limit the amount of waste that is to go to landfill and new fill material having to be brought in. Ensure that the ground water is not contaminated by dumping inappropriate demolition material.	• Appropriate, clean building material may be used for fill material subject to the acceptance of the Supervisor's delegate. (Typical fill items include inside of the trenches under the building platforms and surface beds) • No contaminated materials shall be used as fill or dumped on site in any areas. • The EO shall undertake inspections of all fill areas as and when filling occurs to ensure compliance.

TASK	OBJECTIVES	MITIGATION MEASURES
Fuel storage and dispensing	Ensure that the ground water and the surrounding soil are not contaminated.	• The volume of fuel that is to be stored is to be as minimal as possible. • All legal compliance in terms of fuel storage and handling are to be met. All fire safety regulations are to be adhered to. • Fuel storage should be surrounded by adequate bund walls and provided with an impervious surface to contain the full volume of fuel stored in the tank. • The area outside the containment should either be concrete or crusher so that spills can be easily and appropriately cleaned up. • Ensure that there is a spill plan and trained staff to deal with spillages if a substantial amount of fuel is spilled. • All vehicles should be in good working order and leaks such as oil and fuel should be repaired immediately.
Ecological aspects		
Establishment of protect and high sensitive areas	To protect and minimize the loss of natural vegetation.	• The EO shall be present on-site during removal of vegetation to ensure that the identified trees and remain protected. • Construction activities shall be restricted to the minimum area necessary. • No construction activities may occur in undisturbed areas. • Damage or trespassing in any of the demarcated areas shall be regarded as an environmental incident and shall be recorded as such.
Management and conservation of soil	To minimize erosion, siltation, compaction and stockpiling. To protect students and staff from falling into open trenches	• All trenching for services shall only be done once the services are about to be installed and occur simultaneously. • Services shall be installed and trenches closed immediately. • Rehabilitation of the disturbed areas shall be undertaken immediately after installation of the services has been completed. • Erosion measures shall be established in consultation with the EO and Supervisor's delegate in the rainy season. • Siltation traps shall be established on the downhill slopes if necessary, to prevent additional siltation of the water course • Building material shall be stored in an organized manner, close to the building operations to limit contamination of soil. • Topsoil that may be stripped to get to the appropriate level of the building is to be stockpiled, not more than 1,5m high in an appropriate place determined together with the Supervisor's delegate. • Measures shall be taken to ensure that the topsoil stockpile is not contaminated with building rubble. • The topsoil stockpile shall be hydro-seeded with a suitable seed mix to prevent eroding of the topsoil stockpile. • Disturbed areas shall be rehabilitated as soon as possible to limit erosion.

TASK	OBJECTIVES	MITIGATION MEASURES
Contamination of soil and ground water during construction.	To prevent contamination of soil and ground water.	• Chemical toilet facilities shall be provided and cleaned regularly. • An area shall be designated for all concrete mixing. Such mixing shall take place on an impervious surface. Cut-off drains to contain any contaminated run-off shall be established.
Management and conservation of flora & fauna		• The trees that were identified in the pre-construction phase shall be protected. • All vegetation to be used in the development shall be indigenous and endemic. • No plant material may be collected for any reason including firewood, fruit or crops. • No birds or animals may be hunted by any means including snares or traps. • No collecting of fire wood is permitted
Rehabilitation of disturbed areas after construction	To ensure that the impact of construction is not visible in the long term.	• All buildings, structures on the site camp shall be removed. • Contaminated soil in the storage facilities shall be stripped to the level identified by the EO and Supervisor's delegate and disposed on in the appropriate manner at a landfill site. • All waste material shall be removed. • Photographs of the site camp before, during and after construction are to be taken at fixed points by the EO and kept on record.
Social aspects		
	To provide facilities such as water and ablution without having a negative impact on the environment during construction activities.	• Proper hygiene measures shall be established on site. • Toilet facilities shall be appropriately placed • No "long drop" toilets shall be permitted. • Ablution facilities shall be serviced weekly to avoid spillages.
	To prevent damage to the environment as a result of insufficient waste management.	• Effluents containing oil, grease or other industrial substances shall be collected in a suitable receptacle and removed from the site for disposal at a recognized landfill facility. • Skip bins shall be provided for the storage and removal of rubble

TASK	OBJECTIVES	MITIGATION MEASURES
		• Dustbins shall be provided for workers to prevent littering • Waste shall be recycled as far as possible. • All refuse and waste shall be disposed of at a registered landfill site. • Burning of waste is not permissible. • The mixing concrete in areas where excess materials could enter the river system shall be avoided. • The contractor shall ensure that concrete residue is contained in a designated area. • The contractor shall ensure that the concrete batch plant (if there is one on site) is protected from the wind to reduce cement sand being dispersed during handling. • The contractor shall regularly check area surrounding concrete mixing area as for potential pollution. • No excess concrete of plaster cement etc, may be dumped on the property but shall be removed as part of the building rubble.
	To ensure that hazardous substances due not pose health threat of cause pollution	The Contractor shall: • mark all spillage areas and containers as such. • dispose hazardous waste directly to a registered landfill site. • follow specific instructions on hazardous substances such as minimum and maximum temperatures for storage. • Provide on-site material safety data sheets for chemicals and hazardous substances on site at all times. • develop a risk specifically developed for the storage of all hazardous materials and implement safety measures stated therein area and skip bins • strategically locate dustbins and skip bins and empty them daily. • transport all waste in trucks covered by tarpaulins to ensure no loss of rubbish during transportation.
Traffic	To limit risk to the environment as well as the users of the site	• Construction vehicles shall be restricted to speeds of no more than 30km per hour on the University of Venda. • Construction vehicles shall be restricted to one access route so as to have least impact on surrounding environment.
Fire Management	To avoid fires that could potentially get out of control and destroy the surround areas and injure staff.	The Contractor shall • conduct fire prevention talks. • ensure adequate firefighting equipment on site and in all major working areas • service and maintain all fire equipment in working order at all time. • Not permit cooking facilities on site. • not permit open fires on site unless within the demarcated construction area and related to a construction activity within a controlled area. • ensure that workers on site know the proper procedure in the incidence of fire on site. • Not permit smoking on site outside of the construction camp.

TASK	OBJECTIVES	MITIGATION MEASURES
Ambient noise levels		• Excess noise and unsocial behavior shall be prevented. • All vehicles shall be equipped with a silencer to the exhaust system. • Safety measures that generate noise shall be adjusted to an acceptable level. • Workers shall be equipped with appropriate noise protection equipment.
Security	To prevent increased crime in areas and loss of materials.	• The construction site shall be secured. • No unauthorized access shall be allowed to the construction site. • Working hours shall be strictly enforced:

5.3 The Environmental Control Officer shall report all recorded environmental incidents to the Project Manager and the Supervisor's delegate within 24 hours.

University of Venda
Creating Future Leaders

Annexure 2: Access to and performing works and services on the UNIVEN Nursing Science Simulation Building

(June 2017)
Contents

Access to and performing work on the UNIVEN Nursing Science Simulation Building

1 Scope

This specification establishes requirements for a Contractor, his Subcontractors and suppliers

a) relating to the accessing of the **University of Venda** including the restriction of movement to authorized work areas to work, charges for ID cards, conditions relating to access; points of access, the normal business hours of and the period when no access whatsoever is permitted to the **University of Venda**;

b) hours of work on, vehicles and equipment brought onto, traffic and parking rules within and the management of the work and services performed on **the University of Venda**; and

c) The use of water and electricity.

2 Definitions

Contractor: a party to the contract other than the **University of Venda**, and its Agents.

Subcontractor: a person or organization who has a contract with the Contractor to perform work associated with the contract between the Contractor and the **University of Venda**.

University's Representative: person authorized to represent the **University of Venda, Thohoyandou**, in terms of the contract with the Contractor

3 Access to the Univen Nursing Science Simulation Building

3.1 General

3.1.1 The Contractor, any Subcontractor or supplier of the Contractor or any employee of such persons may only come onto the **University of Venda** for the purpose of providing the goods, services or works associated with his contract with the **University**. Should they or their guests, agents, representatives or invitees wish to come onto the **University of Venda** for any other purpose they may only do so with the consent of the **University's Representative** or the **Director of Protection Services**.

3.1.2 No person who is an employee of the Contractor or his Subcontractors or suppliers and who is required to perform services or delivery goods in terms of a contract within the **University of Venda** may do so without being in possession of an ID Card or a visitor's access slip card. The Contractor shall ensure that his employees and those of his sub-contractors are in possession of a valid contractor card or visitors access slip and that they confine themselves to those sections of the **University of Venda** where their presence is necessary for the performance of the work and do not wander around.

3.1.3 Any person who is permitted or has permission to enter the **University of Venda** or a part thereof shall comply with:

a) all applicable **University** regulations, policies and procedures and codes of conduct including regulations pertaining to:

i) the prohibition against the carrying of weapons;
ii) the prohibition against the use of offensive language and inappropriate conduct which includes, discriminatory attitudes or assumptions about persons based on age, race, religious beliefs, sex, sexual orientation, transgender status, marital status or disability;
iii) the keeping of noise to a minimum near buildings and the playing of radios and/or other loud outdoor music on the **University Campus**;
iv) the prohibition against smoking within buildings;
v) the wearing of identification tags and the possession and use of access cards; and
vi) vehicle access to and parking on the **University of Venda**;

b) any instructions from the **Director: Protection Services**; and

c) all other requirements laid down from time to time by the **University.**

3.1.4 The Contractor shall pay to the **University** any charges levied by the **University** for the use or purchase of identification tags, access cards and vehicle parking permits.

3.1.5 The University may require the Contractor to effect the immediate removal from the **University of Venda** of any of his or his Subcontractor's or supplier's employees, agent, representative, guest or invitee of the Contractor, or any other person acting on its behalf, if the **University** in its sole discretion deems it in the interests of the **University** that such person be removed. The Contractor shall ensure that such person does not return to the **University of Venda** without the **University** first having given the Contractor its consent for that person to return.

3.1.6 The Contractor and his Subcontractor and suppliers shall not remove any goods of whatever nature from the **University of Venda** without the permission of the Employer or his or her nominee.

3.1.7 Employees of the Contractor or his Subcontractors or suppliers are not permitted to hold union meetings on the **University of Venda**.

3.1.8 No animals other than guide dogs for the visually impaired shall be brought onto the **University of Venda.**

3.2 ID Cards

3.2.1 All employees of the Contractor and all Subcontractors, if any, who perform or directly supervise work or services within the **University of Venda** save for those that provide intermittent advisory and professional services and are not stationed within the **University of Venda Campus**, shall be in possession of an ID card. Such cards shall be issued by the **Univen Protection services** at a cost of a non-refundable R 100 per ID card.

3.2.2 Where a Contractor works on the **Univen Nursing Science Simulation Building** for a period of three weeks or more, the Contractor's on-site supervisors shall obtain from the University's service provider personalized ID cards at a non- refundable cost of R200 per card, these cards are issued by the **Univen Protection Services**.

3.2.3 Following the award of a contract which requires the issuing of ID cards to employees, the Contractor shall prepare a comprehensive list of all on site supervisory staff as well as a separate list of workers. Such lists shall contain the following information in respect of each employee:

a) full name;
b) identity or passport number
c) contact number
d) physical address

3.2.4 The lists compiled in terms of 3.2.3 shall be submitted to the relevant officer at **Univen Protection Services** together with a photocopy of each employee's ID document or passport appearing on the list at least one week before access is granted to commence the services. On site supervisory staff shall personally collect their ID cards within 1 day of commencing work on the **University of Venda**.

3.2.5 The **Protection Services Officer** shall issue the Contractor with the ID cards that are applied for together with a copy of the list of all cards that are issued. The Contractor and the **Protection Service Officer** shall both sign the list of ID cards issued on the original and the copy.

3.2.6 The Contractor shall notify the **Protection Services Officer** of the names and identity or passport numbers of employees who are issued with cards.

3.2.7 All site supervisors and workers shall access and depart from the **University of Venda** at the designated access and departure points.

3.2.8 All cards shall be accounted for and returned by the Contractor to the relevant **Facilities Manager** upon completion of the works or services. An amount of R200 may be levied by the University for each card which is not returned.

3.3 Hours of access

3.3.1 The **University of Venda** are open for business from 07:00 to 17:00 on normal working days.

3.3.2 The Contractor shall take account of the hours of access when programming the work associated with his contract.

3.4 Vehicle and pedestrian access

3.4.1 All employees with ID cards shall enter through the main gate and may be subject to both vehicle and bag searches. No vehicle owned by the Contractor or his Subcontractors or suppliers shall be granted access to the **University of Venda** without being legally approved by the **Director Protection Services** via access card or the relevant approval process.

3.4.2 The Contractor shall declare all materials, equipment and tools on entering and exiting the **University of Venda.**

3.4.3 The **University**, through its **Protection Services**, may request proof of ownership of any materials, equipment and tools entering and leaving the **University of Venda**.

3.4.4 Contractor, Subcontractor and supplier vehicles may only enter the main gate.

4 Hours of work

4.1 The Contractor shall generally perform work between 07:00 to 17:00 on normal working days. The Contractor may work outside of such hours with the agreement and authorization of the **University's Representative.**

4.2 If the normal activities of the **University** cannot be disrupted as a consequence of the work associated with a contract, such work shall be performed at weekends or other such times authorized by the **University's Representative.**

4.3 Noisy work such as demolition, drilling, jack hammering, grinding, cutting, hammering in and near corridors or office areas and lecture theatres shall be performed outside the hours of 09h00 to 17h00 unless authorized by the **University's Representative**.

5 Vehicles and equipment.

5.1 All vehicles used on the **University of Venda** by the Contractor and his Subcontractors and suppliers shall be fully registered and in a roadworthy condition.

5.2 All equipment used by the Contractor and his Subcontractors and suppliers shall be:

a) maintained so that it performs its intended function when in use and remains in a safe condition at all times, and
b) suitable for the work or purpose to which it is applied.

5.3 Vehicles and equipment that are found to be leaking oil or other fluids or not to comply with the provisions of 5.1 and 5.2 shall be immediately repaired or removed from the **University of Venda Campus**. All fluid spills shall be contained immediately and cleaned up.

5.4 The Contractor's vehicles shall, where required by the **University's Representative**, be identified with the Contractor's name, logo and telephone number and display on both front doors and a unique Contractor number.

6 Traffic and parking rules

6.1 The Contractor must ensure that drivers of vehicles owned by him or under his control and vehicles owned or under the control of his sub-contractors comply with the Rules of the Road and obey all traffic signage when travelling within the **University of Venda**.

6.2 Vehicles shall not be parked indiscriminately in high use areas.

6.3 The Contractor shall ensure that all employees and employees of Subcontractors and suppliers operate commercial vehicles within a speed limit of 30 km/h.

7 Management of the work and services

7.1 General

7.1.1 The Contractor shall in relation to any works associated with the contract:

a) take all necessary measures to:

   i) ensure that sediment does not enter the waterways;
   ii) reinstate areas where the ground surface is disturbed as promptly as possible;
   iii) divert storm water run-off from entering buildings or facilities.

b) avoid compaction and unnecessary loss of ground cover in natural and landscaped areas;

c) protect native grasses wherever possible from damage caused by vehicles and other causes

d) provide all protective coverings necessary to ensure material displaced during work performed does not fall and accumulate on or cause damage to tables, chairs, carpet and other furnishings or finishes

7.1.2 The **University r**eserves the right to retain any waste materials or substances following demolition or other work at any time during progress of the works. The Contractor shall provide reasonable access for **University's personnel** to inspect, select and arrange segregation of the materials and substances to be retained, and shall provide assistance if so requested.

7.1.3 The Contractor shall manage the construction activities and take all reasonable measures to minimize dust nuisance, pollution of streams, and inconvenience to or interference with the regular user arising from the execution of the works or services.

7.1.4 The Contractor shall, when working within the **University of Venda**, either provide and use suitable and effective silencing devices for pneumatic tools and equipment that would otherwise cause noise levels exceeding 85 dB, or effectively isolate the source of such noise.

7.2 Disruption of normal University activities

The Contractor shall manage and execute works within the **University of Venda** Campus in such a way as to cause the least interference with the general routine of the usual users of these premises.

7.3 Supervision of workers

7.3.1 The Contractor shall employ a suitably qualified supervisor to supervise all work and services performed within the **University of Venda** save for that relating to the provision of occasional advisory and professional services. The supervisor shall be present at all times when the Contractor's and Subcontractor's employees are working within the **University of Venda**. The Supervisor shall be the point of contact between the **University** and the Contractor for all Work-related matters.

7.3.2 The Contractor shall supply a mobile phone number to the **University's Representative** to enable the **University** to contact the supervisor on a 24-hour basis, seven days a week.

7.3.3 The Contractor's most senior supervisor shall, where necessary, arrange weekly meetings within the University of Venda with the **University's Representative.**

7.4 Working on and around existing services

7.4.1 The Contractor shall be responsible for any damage to services which are:

a) known to exist within the **University of Venda Campus** and shown on the drawings that are issued;

b) pointed out by the Employer's Representative, or

c) reasonably inferred from the existence and location of manholes, valve boxes and the like;

7.4.2 Where the probability of underground services can be inferred, the Contractor shall, while taking all reasonable precautions not to damage such services, ascertain where such services exist within the relevant section of the **University of Venda**. The Contractor shall do this by means of visual inspections, by making excavations to expose the position of services at critical points and, if required in terms of the scope of work, by using detection apparatus. The Contractor shall complete such investigations well in advance of the works or services commencing and shall submit a report to the **University's Representative** in time to enable the **University** to make whatever arrangements are necessary for the protection, removal, or diversion of the services before any construction commences.

7.4.3 As soon as an underground service is discovered, the Contractor shall notify the **University's Representative** and, where relevant, mark it up on a drawing. Thereafter such service shall be regarded as a known service and the Contractor shall be held responsible for any damage thereto, unless he has taken all reasonable precautions and the damaged service is found to be more than 1 m from the position as may reasonably have been deduced by an experienced contractor from the investigations referred to in 7.4.2.

7.4.4 The Contractor shall, prior to commencing with any excavation work or the breaking down of any walls or removal of sanitary fittings within buildings, locate the isolation valves associated with the water supply (domestic consumption and fire installation) to enable the supply to a building or area to be isolated in the event that a water pipe is broken during construction operations. The contractor shall ensure that his site supervisory staff and any subcontractors performing work which can damage such pipes are aware of the location of such valves. If for any reason there is doubt as to the accessibility of existing shut-off options, the Contractor shall fit a shut off valve on the water supply so that water discharging from a broken water supply pipeline can be controlled.

7.4.5 The Contractor shall obtain prior approval from the **University's Representative** before any disruption to, or isolation of, existing services.

7.5 Landscaped and natural areas

7.5.1 The Contractor shall, except where carrying out emergency work or services, give the **University's Representative** not less than one week's notice of all work or services on the **University of Venda** which may impact on landscaped, or grassed areas.

7.5.2 The Contractor shall manage the works in a manner which protects and does not disturbing trees, landscaping (including footpaths) and grassed areas. Any unnecessary damage or disturbance shall be remedied by the Contractor.

7.5.3 If the nature of the works or services necessitates the locating of equipment on landscaped or grassed areas, the **University's Representative** shall indicate the least damaging route to be used.

7.6 Waste and litter

7.6.1 The Contractor shall regularly clear away rubbish and excess materials as the works or services proceed and maintain the working area in a clean and satisfactory state and take all necessary precautions to keep the works and site free from vermin.

7.6.2 The Contractor, shall ensure that his employees, Subcontractors and suppliers:

a) place all litter, including food scraps, cigarette butts and beverage containers either in the **University's representatives** provided for such purposes or in suitable receptacles which are emptied by the Contractor and removed from the Campus a regular basis.

b) recycle waste and off-cut materials wherever possible and reasonably practicable, and tidily store all waste and/or materials for recycling pending regular removal;

c) remove from the **University of Venda Campus** all waste and debris as soon as reasonably practicable and dispose of such waste and debris in accordance with applicable legislation.

d) keep clear access and egress areas;

e) keep clean all roads and car parks that may be affected by construction vehicles tracking dirt, clay, gravel or other foreign material emanating from the construction works; and

f) ensure that **University's premises** are left secure, clean, orderly and, where relevant, fit for immediate use upon completion of a work activity.

7.6.3 The Contractor may temporarily store all waste and demolished materials within the **University of Venda** in a location acceptable to the **University's Representative**. Stockpiles of waste material that remains within the **University of Venda** shall be barricaded at the completion of work each day to protect the students, staff and visitors from possible injury.

7.6.4 Concrete waste shall be placed on a vehicle and removed from the **University of Venda Facility** without delay. Concrete slushing shall only take place in an area acceptable to the **University's representative**. The Contractor shall remove all concrete remnants from the designated areas and restore such areas to their state prior to slushing as soon as possible after the completion of concreting operations.

7.6.5 The Contractor shall ensure that no waste liquids are poured on to the ground, or into drains.

8 Usage of water and electricity

8.1 The Contractor may make use of the water and electricity that is supplied to the **University of Venda** only in order to perform the works or services associated with the contract from points designated by the **University's Representative**. The water will be used in line with Option C for such use. **The University** does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works.

8.2 The Contractor shall make, and upon completion remove, all the necessary connections to the **University's** water supply or electricity at designated points.

8.3 The Contractor shall make adequate water storage provisions to address possible low water pressure or shortage.

The Contractor shall not waste water

9 University of Venda Rules & Regulations

9.1 Contacts and office hours

9.1.1 The contact particulars of **Facilities Management Staff** are as follows:

Director Facilities Management	**Mr. A. Magadani**
Project Management Unit	**Mr. R. Tshitangano**

9.1.2 Facilities Management Offices opens at 08h00 and closes at 16h30.

9.2. Security and Entrance Gate

Entrance gates are open 24hours, but access afterhours will be based on special approval with the University Representative.

9.3 Animals, wood and plants

9.3.1 No poaching or hunting of any animals is permitted

9.3.2 No collecting of wood or plants is permitted

University of Venda
Creating Future Leaders

Occupational health and safety specification or construction works contracts

March 2019

Issued by:

Department of Facilities Management

University of Venda

Occupational health and safety specification for construction works contracts

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1 Scope

This health and safety specification in respect of an engineering and construction works contract:

a) provides the overarching framework within which the contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993 during construction;

b) establishes the manner in which the contractor is to manage the risk of health and safety incidents in during the construction; and

c) establishes the manner in which the employer's health and safety agent will interact with the contractor.

Note 1: This specification establishes general requirements to enable the employer and the contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The contractor is required to develop, implement and maintain package specific health and safety plans. The employer is required to provide certain package specific information to the contractor or a health and safety specification for the works to enable such plans to be formulated. Accordingly, this generic specification on its own cannot ensure compliance with the requirements of the aforementioned Act (See Annexure A).
Note 2: The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.
Note 3: This specification establishes generic health and safety requirements. Site specific requirements for health and safety are stated in the scope of work associated with a contract (see Annexure A).
Note 4: The South African Council for the Project and Construction Management Professions has established the following specified categories of registration in terms of the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000):

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

2 Definitions

Act: The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
contractor: person or organization that contracts to provide the works covered by the contract **manager:** person

appointed by the employer to administer the contract on his behalf **competent person:** any person who:

a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications specific to that work or task; and

b) is familiar with the Act and applicable regulations made in terms of the Act **danger:** anything which may

cause injury or damage to persons or property

employer: person or organization that enters into a contract with the contractor for the provision of the works covered by the contract
employer's health and safety agent: the person appointed as agent by the employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters
ergonomics: the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimize human well-being and overall system performance
hazard: a source of or exposure to danger
hazard identification: the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed
health and safety plan: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified
health and safety specification: a site, activity or project specific document pertaining to all health and safety requirements related to construction works which is included in the contractor's contract with the employer or an order issued in terms of framework agreement **healthy:** free from illness or injury attributable to occupational causes

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

a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;

b) a major incident occurred; or

c) the health or safety of any person was endangered and where:
   i) a dangerous substance was spilled;

   ii) the uncontrolled release of any substance under pressure took place; iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

inspector: a person designated as such under section 28 the Act
major incident: an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace **reasonably practicable:** practicable having regard to:

a) the severity and scope of the hazard or risk concerned;

b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;

c) the availability and suitability of means to remove or mitigate that hazard or risk; and

d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

risk: the probability that injury or damage will occur **safe**: free from any hazard

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

a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

b) any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or

c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling

substance: any solid, liquid, vapour, gas or aerosol, or combination thereof
suitable: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose
temporary works: any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction
workplace: any premises or place where a person performs work in the course of his employment

3 Interpretation

3.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.
3.2 Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

4 Requirements

4.1 General requirement

The contractor shall:
a) create and maintain as reasonably practicable a safe and healthy work environment,

b) execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring;

c) conspicuously display any site-specific number assigned to the construction site in terms of the Construction Regulations 2014 at the main entrance to the site; and

d) respond to the notices issued by the employer's health and safety agent as follows:

1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;

2) Contravention Notice: rectify contravention as soon as possible;

3) Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so.

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

4.2 Administration

4.2.1 Notification of intention to commence construction work

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

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

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

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

4.2.2 Copy of the Act

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

4.2.3 Good standing with the compensation fund or a licensed compensation insurer

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

4.2.4 Emergency procedures

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

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

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

4.2.5 Health and safety file

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

a) the following documents which shall be placed in the file prior to commencing with physical construction activities

1) copy of the contraction work permit issued in terms of the Construction Regulations 2014;

2) the contractor's health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;

3) copies of all risk assessments that were conducted

4) the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;

5) the letters of appointment, as relevant, together with a brief curriculum vita (CV) of:
   - the construction manager and any assistant construction managers;
   - the construction health and safety manager
   - the construction health and safety officer
   - the risk assessor who is tasked to perform the risk assessments; and
   - the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
   - the authorised persons responsible for gas appliances, gas system gas reticulation system covered by the Pressure Equipment Regulations;

6) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;

7) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;

8) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;

9) the preliminary hazard identification undertaken by a competent person;

9) the organogram which outlines the roles of the construction supervisor's assistants and safety officers; and

10) the contractor's health and safety plan;

11) the emergency procedures;

12) the procedure for the issuing and replacement of lost, stolen, worn or damaged personal protective clothing and equipment; and

13) proof that the contractor and all the subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;

b) the following documents, as relevant, which shall be placed in the file after construction activities have commenced

1) the letters of appointments, if relevant, together with a brief curriculum vita (CV) of:
   - persons who are required to assist the construction Supervisor;
   - construction supervisor for the site in respect of construction works covered by the Construction Regulations;
   - competent persons;

— assistants of construction supervisor; and
— designers of temporary works;

2) any revisions to the organogram which outlines the roles of the construction supervisor's assistants and safety officers;

3) each and every subcontract agreement and each and every subcontractor's approved health and safety plan;

4) proof that every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;

5) proof of all subcontractor's induction training whenever it is conducted;

6) copies of the minutes of the contractor's sub-contractor's health and safety meetings;

7) copies of each of the contractor's subcontractors' health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;

8) the health and safety plans of all the contractor's subcontractors who are required to provide such plans;

9) copies of the fall protection plan and each revision thereof;

10) a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;

11) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;

12) any report made to an inspector by the health and safety committee;

13) the minutes of all health and safety meetings and any recommendations made to the contractor by the health and safety committee;

14) the findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;

15) the inputs of the safety officer, if any, into the health and safety plan;

16) details of induction training conducted whenever it is conducted including the list of attendees;

17) proof of the following where suspended platforms are used:

— a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
— proof of competency of erectors, operators and inspectors;
— proof of compliance of operational design calculations with requirements of the system design certificate;
— proof of performance test results;
— sketches indicating the completed system with the operational loading capacity of the platform;
— procedures for and records of inspections having been carried out;
— procedures for and records of maintenance work having been carried out;
— proof that the prescribed documentation has been forwarded to the provincial director;

18) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;

19) a copy of risk assessments made by competent persons;

20) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;

21) the names of the first aiders on site and copies of the first aid certificates of competency;

22) the names of the persons the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;

23) medical certificates of fitness for the contractor's and subcontractors' employees specific to the construction work to be performed and issued by an occupational health and safety practitioner:

24) details of all incidents together with the Contractor's investigative report on such incident;

25) the record of inspections carried out by the designers of structures to ensure compliance with designs; and

26) any other documentation required in terms of regulations issued in terms of the Act including a record of all drawings, designs, materials used and other similar information concerning the completed structure;

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

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

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

4.2.6 Health and safety committee

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

a) make recommendations to the contractor regarding any matter affecting the health or safety of persons on the site; and

b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

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

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

4.2.7 Inspections, formal enquires and incidents

4.2.7.1 The contractor shall inform the relevant safety representative:

a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and

b) as soon as reasonably practicable of the occurrence of an incident on the site.

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

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

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

a) notify the Provincial Director of the Department of Labour of such incident by telephone, facsimile or similar means of communication;

b) ensure that no person disturbs the site at which the incident occurred or remove any article or substance involved in the incident therefrom, without the consent of an inspector, unless an action is necessary to prevent a further incident, to remove the injured or dead, or to rescue persons from danger; and.

c) provide the provincial director of the department of labour with a report which includes the measures that the contractor or hos subcontractor intend to implement to ensure a safe site as reasonably practicable.

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

4.2.8 Personal protective equipment and clothing

The contractor shall ensure that:

a) all workers are issued with the necessary personal protective clothing;

b) all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and

c) clear procedures are in place for the replacement of lost, stolen, worn or damage personal protective clothing.

4.3 Appointments

4.3.1 Construction manager

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

4.3.2 Appointment of construction health and safety officers

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

4.3.3 Construction supervisors

4.3.3.1 The construction manager shall in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
4.3.3.2 A contractor shall after considering the size of the project and if considered necessary, appoint in writing one or more competent employees for different sections of the work to assist the construction supervisor.

4.3.4 Competent persons

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

a) formwork and support work operations;

b) excavation work;

c) demolition work;

d) scaffolding work operations;

e) suspended platform work operations;

f) material hoists;

f) bulk mixing plants;

g) temporary electrical installations;

h) the stacking and storage of articles on the site; and

i) fire equipment.

4.3.4.2 The contractor shall appoint in writing competent persons to:

a) induct employees in health and safety; and

b) prepare and update as necessary a fall protection plan and to provide the construction manager with a copy of the latest version of such plan.

4.3.5 Health and safety representatives

4.3.5.1 The contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to: a) review the effectiveness of health and safety measures;

b) identify potential hazards and potential major incidents;

c) in collaboration with his employer, examine the causes of incidents;

d) investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;

e) make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;

g) inspect the site with a view to, the health and safety of employees, at regular intervals;

h) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and

i) participate in any internal health or safety audit.

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

4.4 Employer's health and safety agent

4.4.1 The employer's health and safety agent shall:

a) audit the contractor's compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;

b) accept or reject the contractor's health and safety plans, giving reasons for rejecting such plans;

c) monitor the effective implementation of all safety plans;

d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;

e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the contractor or any of the contractor's subcontractors with a copy to the contract manager and, where relevant, to the contractor.

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

4.5 Creating and maintaining a safe and healthy work environment

4.5.1 General

4.5.1.1 The contractor shall with respect to the site and the construction works that are contemplated:

a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;

b) evaluate the risks associated with the identified hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and

c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

4.5.1.2 The contractor shall ensure that:

a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;

b) no structure or part of a structure is loaded in a manner which would render it unsafe; and

c) account of information, if any, provided by the designer of the structure is taken into account in the risk assessment;

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

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

4.5.2 Risk assessment

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

a) identify hazards to which persons may be exposed to;

b) analyse and evaluate the identified risks associated with the identified hazards;

c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before undertaking hazardous work, to mitigate, reduce or control the risks and hazards that have been identified;

d) provide a monitoring plan; and

e) provide a review plan.

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

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

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

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

a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;

b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;

c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;

d) fall prevention and fall arrest equipment is:

— suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
— securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;

e) fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and

f) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

4.5.2.4 Where roof work is being performed on a construction site, the contractor shall ensure that it is indicated in the fall protection plan that: a) the roof work has been properly planned;

b) the roof erectors are competent to carry out the work;

c) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;

d) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;

e) the areas mentioned in paragraph *(d)* are to be suitably barricaded off to prevent persons from entering;

f) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and

g) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

4.5.3 Health and safety plans

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

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

a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract); and

b) an outline of the manner in which the contractor intends complying with the requirements of this specification.

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

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

4.5.3.3 The contractor shall discuss the submitted health and safety plan with the employer's health and safety agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.
4.5.3.4 The contractor shall apply the approved health and safety plan from the date of its commencement and for the duration of the works to which this specification applies.
4.5.3.5 The contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the employer's health and safety agent, but at least once every month.
4.5.3.6 The contractor shall review and update the health and safety plan whenever changes to the works are brought about or following the occurrence on an incident.

4.5.4 Responsibilities towards employees and visitors

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

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

a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and

b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.

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

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

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

a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and

b) is provided with the necessary personal protective equipment.

4.5.4.6 The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to: a) unauthorized entrance prohibited;

b) signage to indicate what personal protective equipment is to be worn; and

c) activity related signs.

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

4.5.5 Subcontractors

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

a) co-operate with the contractor as far as is necessary to enable both the contractor and subcontractor to comply with the provisions of the Act; and

b) as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

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

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

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

a) potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;

b) each subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to their performance of work on site;

c) all the subcontractor's employees have a valid medical certificate of fitness specific to th construction works which are to be performed which is issued by an occupational health and safety practitioner;

d) all sub-contractors co-operate with each other to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations;

e) each subcontractor performing construction works has and maintains a health and safety file containing the relevant information described in 4.2.5; and

f) each sub-contractor's health and safety plan is implemented and maintained.

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

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

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

4.5.5.8 The contractor shall ensure that:

a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;

b) potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and

c) every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

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

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

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

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

a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and

b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

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

4.5.6 First aid, emergency equipment and procedures

4.5.6.1 The contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment which includes the items listed in the General Safety Regulations issued in terms of the Act.
4.5.6.2 The contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.

4.5.7 Facilities for workers

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

a) at least one shower facility for every 15 workers;

b) at least one sanitary facility for every 30 workers;

c) changing facilities for each gender; and

d) sheltered eating areas.

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

4.6 Design of temporary work

The contractor shall:

a) provide the health and safety agent with the names and contract particulars of the designers involved in the design of temporary works;

b) issue the designers with a copy of the health and safety specification as well as any pertinent information contained in the contract; and

c) provide the health and safety agent with certificates issued by the designer of the temporary works that such works are fit for purpose before such works are used in support construction activities.

Annexure A: Incorporating this specification in procurement documents

A1 The Occupational Health and Safety Act of 1993 (Act No. 181 of 1993) requires amongst other things that every employer provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees (see section 8). The Act holds the employer liable for acts of omission of employees or mandataries (i.e. agents, contractors, or a subcontractor) unless it is proved that permission was not given to the employee or mandatory to act or fail to act in a manner which has obviously resulted in the flouting of the law, the employee or mandatary was acting outside the scope of his or her authority and that the questionable conduct of the employee or mandatary was not a condition laid down by the employer and the employer took reasonable steps to prevent the questionable / unlawful conduct of the employee or mandatary (see Section 37 of the Act). The employer can be relieved of this liability if the mandatary enters in writing into an agreement with the employer which sets out the arrangements and procedures to ensure compliance by the mandatary with the provisions of the Act.

A2 The Construction Regulations 2014 require employers (clients) to enter into written agreements with contractors (principle contractors). These Regulations are specifically designed to force inter-action between the various role players in construction work. The employer is required to, amongst other things:

a) provide the contractor with a documented health and safety specification for the construction work;

b) provide the contractor with information which can affect the health and safety of anyone carrying out the construction works;

c) take reasonable steps including periodic audits to ensure that the contractor implements and maintains his or her health and safety plan;

d) stop where necessary any work which is not in accordance with the health and safety plan;

e) ensure that tenderers have made provision for health and safety measures in the construction process; and

f) discuss, negotiate and approve health and safety plans produced by the contractor.

The employer may, however, appoint an agent to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by the regulations upon an employer, as far as reasonably practicable, are imposed upon the agent.

A3 The designer of a structure is required to provide the employer with all relevant information about the structure which can affect the pricing of the structure, inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work and make available to the contractor all relevant information required for the safe execution of the work, geotechnical information, structural design loads and methods and sequence of construction.

A4 The CIDB Standard for Uniformity in Construction Procurement requires that procurement documents comprise a number of component documents including the:

a) scope of work i.e. the document that specifies and describes the goods, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed

b) site information i.e. the document that describes the site as at the time of tender, to enable the tenderer to price his tender and to decide upon his method of working and programming

A5 Occupational health and safety is a constraint relating to the manner in which the contract work is to be performed. The scope of work needs to identify the high-level package specific hazards identified by the employer and communicate to the contractor any information which can affect the health and safety of anyone carrying out the construction works and can influence the pricing of the contract. It should also contain information provided by the designer of structures relating to any known or anticipated dangers or hazards relating to the construction work and all relevant information required for the safe execution of the work, geotechnical information, structural design loads and methods and sequence of construction if not shown on the construction drawings. It also needs to incorporate by reference this specification.

A6 Package specific information such as geotechnical information and existing buildings containing asbestos products should be included in the site information.