

## PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL DEPARTMENT OF PUBLIC WORKS



**KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS  
REPUBLIC OF SOUTH AFRICA**

### QUOTATION DOCUMENT

with JBCC Minor Works Agreement - 4th Edition

for projects R 1 to R 1000 000

### SERVICE DESCRIPTION :

**DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE :  
REPAIR WATER TANK AND MAINTENANCE OF PUMPS**

#### Employer:

Head: Public Works (Department of Public Works: Province of KwaZulu-Natal)

KZN Department of Public Works  
Private Bag X9041  
**PIETERMARIZBURG**  
3200

#### Contact :

Project Leader: Mr S.Chili  
Telephone number: 066 397 9176  
WIMS No.: 63854  
Quotation Number: \_\_\_\_\_  
CIDB Registration Number: \_\_\_\_\_  
Central Suppliers Database No.: \_\_\_\_\_

#### Regional \ District Office:

eThekweni District Office  
455a Jan Smuts Highway  
**Mayville, Durban**  
4091  
Tel No: 031 273 1700  
Fax No: 031 273 1709  
**Calendar days, 3 months**

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD ACT, (ACT NO. 38 OF 2000) AND ANY AMENDMENTS THERETO INCLUDING BOARD NOTICES, AND REGULATIONS PROMULGATED IN TERMS OF THE ABOVE MENTIONED ACT), AND THE STANDARD CONDITIONS OF QUOTATION AS CONTAINED IN ANNEXURE "C" OF THE STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT. IT IS ALSO SUBJECTED TO KWAZULU-NATAL: PROVINCIAL TREASURY SUPPLY CHAIN MANAGEMENT POLICY (DEC 2005) AND THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 AND THE CONSTRUCTION REGULATIONS OF FEBRUARY 2014, AS AMENDED FROM TIME TO TIME.

**DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE  
: REPAIR WATER AND MAINTENANCE OF PUMPS**



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## PART T1: QUOTATION PROCEDURES

### T1.1 Quotation Notice and Invitation to Quote

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

<b>Project title:</b>	<b>DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS</b>		
<b>Quotation no:</b>		<b>Contract period</b>	<b>3 Calendar Months</b>
<b>Advertisement date:</b>	<b>AS PER ADVERT</b>	<b>Closing date:</b>	<b>AS PER ADVERT</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>90 Calendar Days</b>

It is estimated that Bidders should have a CIDB contractors grading designation of 1 ME OR HIGHER or higher. No alternative Class of work, as referred to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

<input type="checkbox"/>	<p>It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of (N/A) and satisfy the criterion stated in the Quotation Data. <i>(Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises)</i></p> <p>All Bidders should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Bidder with a PE status can be considered If "N/A" is indicated above because the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.</p>
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**Only Bidders who are responsive to the following responsiveness criteria are eligible to submit Quotations:**

Bidders registered on the Central Suppliers Database (CSD) are eligible to submit quotations.

<input checked="" type="checkbox"/>	Only those Bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Quoted for a 1 ME OR HIGHER or higher, class of construction eligible to submit quotes. Quotation values in close proximity to the limit of a Quotation value range will be dealt with in accordance with Clause 25(3)(a)(ii) and 25(7A) of the latest amended Regulations.
<input checked="" type="checkbox"/>	<p>Joint ventures are eligible to submit Quotations provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the 1 ME OR HIGHER or higher, class of construction work;</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation in accordance with the sum Quoted for a 1 ME OR HIGHER or higher, class of construction work.</li> </ol>
<input checked="" type="checkbox"/>	Quotation document must be properly received on or before the Quotation closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Quotation).
<input checked="" type="checkbox"/>	Authority to sign Quote (T2.3)
<input checked="" type="checkbox"/>	Financial Standing and other Resources of Business Declaration (T2.4)

<b>Price / Quality:</b>	
Price:	80
Preference by means of SPECIFIC GOALS	20
<b>Total must equal (100%):</b>	<b>100</b>

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

### Preference points system:

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

Nö	Specific Goal	Number of Points Allocated
1	Ownership by Black People  Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	10
2	Exempted Micro-Enterprise (EME)  Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	10
3		
4		
5		
6		

**QUERIES RELATED TO QUOTATION DOCUMENTS MAY BE ADDRESSED TO:**

<b>DOPW Project Leader:</b>	Mr S.Chili	<b>Telephone no:</b>	031 203 2115
<b>Cell no:</b>	0729402882	<b>Fax no:</b>	0
<b>E-mail:</b>	siyabonga.chili@kznworks.gov.za		

**QUERIES RELATED TO TECHNICAL ISSUES MAY BE ADDRESSED TO:**

<b>DOPW Project Leader:</b>	Mr S.Chili	<b>Telephone no:</b>	031 203 2115
<b>Cell no:</b>	0729402882	<b>Fax no:</b>	0
<b>E-mail:</b>	siyabonga.chili@kznworks.gov.za		

**QUERIES RELATED TO SAFETY, HEALTH AND ENVIRONMENTAL ISSUES MAY BE ADDRESSED TO:**

<b>Safety Officer:</b>	Elias Dlamini	<b>Telephone no:</b>	031 273 1700
<b>Cell no:</b>	0821122333	<b>Fax no:</b>	031 273 1709
<b>E-mail:</b>	e.dlamini@kzn.gov.za		

**DEPOSIT / RETURN OF QUOTATION DOCUMENTS:**

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

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

All Quotation documents must be submitted on the official forms - (not to be re-typed)

**TENDER DOCUMENTS  
MAY BE:**

**DEPOSITED IN THE Quotation BOX AT:**

455a Jan Smuts Highway, Mayville, Durban  
**eThekweni District Office**

KZN Department of Public Works 455a Jan Smuts  
Highway, Mayville, Durban at the time indicated on T1.1  
Bid Notice and Invitation to Quote

4091

T1.2 QUOTATION DATA			
Project title:	DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS		
Project Code:	063854		
Quotation no:		Closing date:	AS PER ADVERT
Closing time:	11:00	Validity period:	90 Calendar Days
Clause number:			
	<p>The conditions of Quotation are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice <b>423 of 2019</b> in Government Gazette <b>42622 of 8 August 2019</b> as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>) Refer to Conditions of Tender as bound into this document.</p> <p>The Standard Conditions of Tender make several references to the Quotation Data for details that apply specifically to this quotation. The Quotation Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p> <p>The Joint Building Contracts Committee (JBCC's Minor Works - 4th Edition) agreements will apply and any clauses referred to will be prefixed with JBCC.</p> <p>The conditions of quotation are also subject to the Treasury Regulations 16A and the KwaZulu Natal Supply Chains Management Policy Framework.</p> <p>The reference to the word "Tender" in the Standard Condition of Tender shall be construed to mean "Quotation".</p>		
C.1.1	The employer is the Head: Public Works (Department of Public Works-Province of KwaZulu-Natal)		
C.1.2	The quotation documents issued by the employer comprise:		
	<b>Part 1: Quotation procedures</b>		
	T1.1	Bid Notice and Invitation to Quote (T1.1)	
	T1.2	Quotation Data (T1.2)	
	T1.3	Annexure C - Standard Conditions of Quote (T1.3)	
	T1.4	Annexure to Notice and Invitation to Quote (T1.4)	
	<b>Part 2: Returnable documents</b>		
	T2.1	List of returnable documents	
	T2.2	Compulsory Enterprise Questionnaire (T2.2)	
	T2.3	Authority to sign Quote (T2.3)	
	T2.4	Financial Standing and other Resources of Business Declaration (T2.4)	
	T2.5	Equipment Schedules applicable (T2.5)	
	T2.6	Contractors Health & Safety Declaration (T2.6)	
	T2.7	Site Inspection Certificate (T2.7)	
	T2.8	Proof of UIF Registration (T2.8)	
	T2.9	Preference Points Claim Form (T2.9)	
	T2.10	Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing (T2.10)	
	T2.11	Proof of Paid Municipal Rates and Taxes (T2.11)	
	T2.12	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the Commissioner (T2.12)	
	T2.13	Contract Form - Purchase of Goods/Works-Part 1 (T2.13)	
	T2.14	Contract Form - Purchase of Goods/Works-Part 2 (T2.14)	
	T2.15	Bidder's Disclosure - SBD4 (T2.15)	
	T2.16	Client's Specific requirement for the Contractor's detailed OHS plan (T2.16)	
	T2.17	Base Line Risk Assessment (T2.17)	
	T2.18	Capacity of Bidder (T2.18)	
	T2.19	Functionality Criteria (T2.19)	
	T2.20	Invitation to Bid - SBD 1 (T2.20)	
	<b>CONTRACT</b>		
	<b>Part C1: Agreements and Contract Data</b>		
	C1.1	Form of Offer and Acceptance (C1.1)	
	C1.2	Contract Data (C1.2)	



Quotation no: 0

**Part C2: Pricing Data**

C2.1	Pricing Instructions
C2.2	Pricing Schedule
C2.3	Preliminary and General - EPWP (If applicable)
C2.4	Preliminary and General - EPWP Beneficiary (If applicable)

**Part C3: Scope of Works**

C3.1	Scope of Works
C3.2	Specifications for HIV\STI Awareness
C3.3	HIV\STI Compliance Report
C3.4	EPWP Scope of Works (If Applicable)

**Part C4: Site Information**

C4.1	Site Information
C4.2	EPWP Employment Contract

**Part C5: Drawings**

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C5.2	ANNEXURES
Annexure 1	Model Preambles for Trades 2008
Annexure 4	Map of submission locations
Annexure 2	General Electrical Specifications
Annexure 3	Lightning Protection Specifications
Annexure 5	Joint Venture Agreement
Annexure 7	Health and Safety Bill of Quantities
Annexure 9	Additional Specification - EPWP Beneficiary
Annexure 10	EPWP Employment Contract
Annexure 6	Occupational Health and Safety Specification

**C.1.4**

The Employer's agent is:

Name:	Mr S.Chili
COLLECTION OF	Project Leader
Address:	eThekweni District office , 455a Jan Smuts Highway, Mayville Durban , 4091
Tel:	031 203 2115
Fax:	0
E-mail:	siyabonga.chili@kznworks.gov.za

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

**C.1.6**

Bidder scoring the highest points

**C.2.1**

Only those Bidders who are registered with CIBD or who are capable of being so prior to the evaluation of submissions in a 1 ME OR HIGHER class of construction and are registered with the CIDB are eligible to submit quotations. Bidders must also be registered on the Central Suppliers Database.

**C.2.2**

The employer **will not** compensate the tenderer for any costs incurred in the preparation and submission of a quotation offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**C.2.7**

The arrangements for a Compulsory Pre-Quotation Meeting are:

**Location and Time:** N/A

**Date:** N/A

The Bidder is required to sign the attendance register.  
OR  
No compulsory pre-quotation briefing meeting.

<b>Quotation no: 0</b>	
<b>C.2.10.3</b>	The Bidders must provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
<b>C.2.11</b>	The Bidder must not make any alterations or additions to the quotation documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Bidder. All signatories to the Quotation offer shall initial all such alterations. Erasures and the use of the masking fluid are prohibited.
<b>C.2.12</b>	Alternative Offers may not be considered
<b>C.2.13</b>	To provide the whole of the Works as per the Scope including Electrical
<b>C.2.13.5</b>	The Employer's address for delivery of Quotation offers and identification details to be shown on each Quotation offer package are as per <b>T1.1 Bid Notice and Invitation to Quote</b> .
<b>C.2.15</b>	The closing time for submission of Quotation offers is as per <b>T1.1 Bid Notice and Invitation to Quote</b> .  Telephonic, telegraphic, telex, facsimile or emailed quotation offers will not be accepted.
<b>C.2.16</b>	The quotation offer validity period is 90 calendar days.
<b>C.2.16.2</b>	The Bidder must, if requested by the employer, consider extending the validity period stated in the Quotation Data for an agreed additional period.
<b>C.2.17</b>	The Bidder must provide clarification of a quotation offer in response to a request to do so from the employer during the evaluation of Quotation offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the quotation offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.
<b>C.2.23</b>	The Bidder is required to submit with this quotation a Certificate of Contractor Registration issued by CIDB or a copy of the application for registration (Form F006) and Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via SARS e-filing.
<b>C.3.3</b>	Quotation offers received after the closing time stated on the Quotation Data, must be returned unopened, (unless it is necessary to open a quotation submission to obtain a forwarding address).
<b>C.3.4.2.</b>	The employer must announce at the opening held immediately after the opening of quotation submissions, at a venue indicated in the Quotation Data, the name of each Bidder whose quotation offer is opened, the total of his prices and time for completion.
<b>C.3.7</b>	The employer must determine whether there has been any effort by a Bidder to influence the processing of quotation offers and instantly disqualify a Bidder (and his quotation offer) if it is established that he engaged in corrupt or fraudulent practices.
<b>C.3.8</b>	<p>The employer must determine, on opening and before detailed valuation, whether each quotation offer properly received:</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of the Conditions of Quotation.</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the quotation documents.</li> </ul> <p>A responsive Quotation is one that conforms to all the terms, conditions and specifications of the quotation documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or</li> <li>b) significantly change the Employers or the Bidders risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other Bidders presenting responsive Quotations, if it were to be rectified.</li> </ul> <p>Reject a non-responsive Quotation offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>



Quotation no: 0

**C.3.13**

Quotation offers will only be accepted if:

- (a) the Bidder has in his/her possession Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via SARS e-filing.
- (b) the Bidder is registered with the Construction Industry Development Board in an appropriate class of works and the Bidder has submitted a CIDB certificate of registration.
- (c) the Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges.
- (d) the Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform to the contract in the best interests of the employer or potentially compromise the quotation process.
- (e) the Bidder 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.
- (f) the Bidder or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the Public sector.
- (g) The Bidder has signed and submitted the Authority to Sign.
- (h) The Bidder has signed and submitted the Equipment Schedules, if applicable.
- (i) The Bidder has submitted Proof of UIF registration and good standing with the Compensation Commissioner.
- (j) The Bidder has submitted the Signed Form of Offer that is part of the Form of Offer and Acceptance.
- (k) Proof of Paid Municipal Rates and Taxes.

If a contractor fails to render the service within the stipulated period in the contract, the employer shall in terms of Clause 12 of the JBCC Minor Works Agreement, deduct a penalty from the value of the contract sum. The employer shall deduct an amount as indicated in the **Minor Works Agreement Contract Data EC**.

### C.1.3 - Annexure C - Standard Conditions of Quotation

Note: Where this document refers to tenderer or tender it shall be read as bidder or bid.

#### C.1 General

##### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently and comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderer's shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and the tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Tender Documents

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

##### C.1.3 Interpretation

C.1.3.1 The **tender data** and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

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

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

##### C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Communication shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the **tender data**.

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

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

**C.2.1 Eligibility**

- C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the **tender data** and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- C.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or

**C.2.2 Cost of tendering**

- C.2.2.1** Accept that, unless otherwise stated in the **tender data**, the employer will not compensate the tenderer for any
- C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

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

**C.2.4 Confidentiality and copyright of documents**

- Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the

**C.2.5 Reference documents**

- Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of

**C.2.6 Acknowledge addenda**

- Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an

**C.2.7 Clarification meeting**

- Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the

**C.2.8 Seek clarification**

- Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before

**C.2.9 Insurance**

- Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the **contract data**. The tenderer is advised to seek qualified advice

**C.2.10 Pricing the tender offer**

- C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the **tender data**.
- C.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **contract data**.
- C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the **tender data**. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

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

**C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**C.2.18 Provide other material**

**C.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employers request, the employer may regard the tender offer as non-responsive.

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

**C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the **tender data**.

**C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the **contract data**.

**C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

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

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

**C.2.23 Certificates**

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

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

**C.3.1 Respond to request from the tenderer**

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

**C.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome

**C.3.2 Issue Addenda**

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line items totals resulting from the product of a unit rate and a quantity in bills of quantities or
  - ii) the summation of the prices.

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either, as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

#### **C.3.10 Clarification of a tender offer**

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

#### **C.3.11 Evaluation of tender offers**

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

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

##### **C.3.11.1 General**

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

##### **C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or insurance which the conditions of contract identified in the **contract data**, require the employer to provide.

##### **C.3.13 Acceptance of tender offer**

Accept tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in procurement,

## **T1.4. Annexure to Notice and Invitation to Quote**

### **REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information.

Prospective suppliers will be able to self - register on the CSD website: [www.csd.gov.za](http://www.csd.gov.za)

Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.

Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

Bidders are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:

<b>Name of Supplier</b>	
<b>Central Supplier Database (CSD) Supplier Number:</b>	

### **REGISTRATION ON THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD REGISTER OF CONTRACTORS**

In terms of the Construction Industry Development Board Act ( CIDB) ( Act No. 38 OF 2000) all contractors must be registered on the register of contractors. For registration CIDB can be contacted as detailed below:

Private Bag X14  
Brooklyn Square  
75  
Pretoria

Helpline: 0860-103-353

Website : <http://www.cidb.org.za>

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



## T2.1 LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b>DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS</b>		
<b>Project Manager:</b>	<b>Mr S.Chili</b>	<b>Quotation no:</b>	

### 1. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES

(Quotationer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Returnable document	
Submission of Compulsory Returnable Schedules (T2.1)	Yes	
Compulsory Enterprise Questionnaire (T2.2)	Yes	
Authority to sign Quote (T2.3)	Yes	
Financial Standing and other Resources of Business Declaration (T2.4)	Yes	
Equipment Schedules applicable (T2.5)	Yes	
Preference Points Claim Form (T2.9)	Yes	
Site Inspection Certificate (T2.7)	Yes	
Contractors Health & Safety Declaration (T2.6)	Yes	
Contract Form - Purchase of Goods/Works-Part 1 (T2.13)	Yes	
Contract Form - Purchase of Goods/Works-Part 2 (T2.14)	Yes	
Bidder's Disclosure - SBD4 (T2.15)	Yes	
Capacity of Bidder (T2.18)	Yes	
Invitation to Bid - SBD 1 (T2.20)	Yes	
	No	N/A
	No	N/A
	No	N/A
	No	N/A

### 2. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE BIDDER

(Quotationer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Returnable document	
CIDB Registration form or application for Registration form (F006) including Registration number	Yes	
Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing (T2.10)	Yes	
B-BBEE Certificate	No	N/A
Complete Schedule of rates is to be submitted on the day of the Quotation closing date (C2.2)	Yes	
Proof of Payment of Bid Deposit	No	N/A
Proof of Paid Municipal Rates and Taxes (T2.11)	Yes	
Proof of UIF Registration (T2.8)	Yes	
Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the Commissioner (T2.12)	Yes	
Certified CIDB Contractors Grading Designation Certificate (T1.4) attach proof	Yes	
Certified Proof of Registration Number on the Central Suppliers Database (T1.4) attach proof	Yes	
Base Line Risk Assessment (T2.17)	Yes	

T2.2 Compulsory Enterprise Questionnaire			
Project title:	DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS		
Quotation no:		Project Code:	063854

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD Number:


Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 6: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	
SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement	

Quotations:  
R 1 - R1 000 000

Department of Public Works: KZN  
Effective Date: 16 JANUARY 2023  
Version:8

**Please do a print preview  
before printing**

## T2.3 AUTHORITY TO SIGN QUOTE

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

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

held at (town): \_\_\_\_\_ on (date): \_\_\_\_\_

**RESOLVED that:**

1. The Enterprise submits a Quote to the KZN Department of Public Works in respect of the following project:

**DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS**

Bid / Quotation Number: 0

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_ (Authorised Signatory)

be, and is hereby, duly authorised to sign the Quote, and any and all other documents and/or correspondence in connection with and relating to this Quote, as well as to sign any Contract, and any and all documentation, resulting from the award of the Quote to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

**Note:**

1. \* Delete which is not applicable.
2. NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Legal Quoting Enterprise authorising the Representative to make this Offer.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.
4. In the case of the Quoting Enterprise being a Close Corporation, a certified copy of the Founding Statement of such corporation must be attached to this Quote.

**ENTERPRISE STAMP** (If Any)

## T2.4 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION

Project title:	DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS		
Bid no:		Project Code:	063854

**ATTACH COMPANY PROFILE TO THIS PAGE IF ALL THE RELEVANT INFORMATION REQUESTED ON THIS FORM  
IS DEALT WITH IN SAID COMPANY PROFILE**

- (a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system.  
This confirms that a Contractor has, at the time of registration, in the absence of any supply side interventions, sufficient working capital to commence the Works for a single contract and render due performance.
- (b) However, it regularly occurs that a Contractor will at the same time submit Bids for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.
- (c) It therefore becomes the prerogative of a Bidder in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.
- (d) A Bidder who wishes to be considered for this Bid Contract award, over and above other Bids that they have submitted, shall submit when requested by the DoPW the necessary proof that:
- (i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),
  - (ii) he/she has additional Human Resources available to successfully complete this project.
  - (iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this Bid. (Please submit to the DoPW the name and contact details of the supplier if the Bidder is going to hire Equipment, Plant or Machinery, when requested.)

I, the undersigned,

*(name of person authorized to sign on behalf of the Bidder)*

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

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

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

Duly signed at..... on this the..... day of..... 201...

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative

Quotations:  
R 1 - R1 000 000

Department of Public Works: KZN  
Effective Date: 16 JANUARY 2023  
Version:8

## T2.5 EQUIPMENT SCHEDULES

<b>Project title:</b>	<b>DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS</b>		
<b>Quotation no:</b>		<b>Project Code:</b>	<b>063854</b>

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

### TECHNICAL DATA: STANDBY PLANT

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



**Project Code:** 063854

## EQUIPMENT SCHEDULES

### TECHNICAL DATA: WALK THROUGH DETECTOR

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

### TURNSTILE

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

**Project Code:** 063854

## EQUIPMENT SCHEDULES

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

Area:		
Manufacturer:		
Model number:	WCPU	
	Cooling Tower	
Serial number:	WCPU	
	Cooling Tower	
Voltage		V
Starting amps		A
Running amps		A
System supply gauge pressure		kPA
System return gauge pressure		kPA
Condenser water inlet temperature		°C
Condenser water outlet temperature		°C
Condenser water flow rate		l/s
Blower unit air inlet temperature		°C
Blower unit air outlet temperature		°C
Blower unit air flow rate		m³/s
Conditioned room air temperature after 1 hour, Design		°C
Conditioned room air temperature after 1 hour, Actual		°C

## T2.6 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION

Project title:	DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS		
Quotation no:		Project Code:	063854

### INTRODUCTION

In terms of Regulation 5(1)(h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Bid.

### DECLARATION

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

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

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative of Quoter

## T2.7 SITE INSPECTION MEETING CERTIFICATE

<b>Project title:</b>	<b>DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS</b>		
<b>Quotation no:</b>		<b>Project Code:</b>	<b>063854</b>
<b>Closing date:</b>	<b>AS PER ADVERT</b>		

This is to certify that I, \_\_\_\_\_ (Name of authorised Representative)  
representing \_\_\_\_\_ (Name of Enterprise)  
visited the site on: \_\_\_\_\_ (Date)

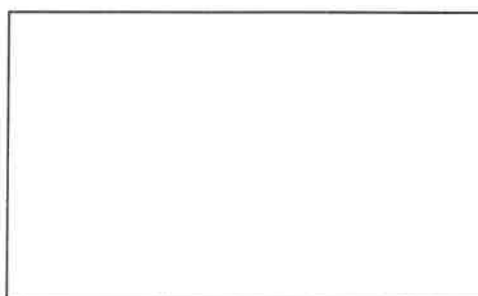
I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in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

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

<b>Name of Bidder</b>	<b>Signature</b>	<b>Date</b>

<b>Name of DOPW Representative</b>	<b>Signature</b>	<b>Date</b>

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



Departmental Stamp:

## **T2.8 CERTIFIED PROOF OF VALID UIF REGISTRATION**

<b>Project title:</b>	DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS		
<b>Quotation no:</b>		<b>Project Code:</b>	<b>063854</b>

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

### **NOTE**

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

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

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

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

Project Title:	DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS
Quotation Number:	
Project Code:	063854

### SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

#### 2. DEFINITIONS

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

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

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

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

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

#### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

##### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\text{80/20} \quad \text{or} \quad \text{90/10} \\ P_s = 80(1 - (P_t - P_{\min}) / (P_{\min} - P_{\max})) \quad \text{or} \quad P_s = 90(1 - (P_t - P_{\min}) / (P_{\min} - P_{\max}))$$

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{\min}$  = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\text{80/20} \quad \text{or} \quad \text{90/10} \\ P_s = 80(1 + (P_t - P_{\max}) / (P_{\max} - P_{\min})) \quad \text{or} \quad P_s = 90(1 + (P_t - P_{\max}) / (P_{\max} - P_{\min}))$$



**T2.10 TAX COMPLIANCE STATUS (TCS) PIN - TO VERIFY ON LINE  
COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING**

<b>Project title:</b>	DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS		
<b>Quotation no:</b>		<b>Project Code:</b>	<b>063854</b>

**TAX CLEARANCE REQUIREMENTS**

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

In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) **PIN**.

Application for Tax Compliance Status (TCS) **PIN** can be done via e-filing at any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**IMPORTANT NOTICE**

The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.

From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.

The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to verify taxpayers compliance status online via SARS e-filing.

Bidders are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) **PIN** number and Tax Reference number in the space hereunder:

<b>Tax Compliance Status (TCS) PIN Number</b>	
---	--

<b>T2.11 PROOF OF PAID MUNICIPAL RATES &amp; TAXES</b>
--

<b>Project title:</b>	DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS		
<b>Quotation no:</b>		<b>Project Code:</b>	<b>063854</b>

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

**NOTE**

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

<b>T2.12 CERTIFIED PROOF OF GOOD STANDING WITH THE COMPENSATION COMMISSIONER</b>
--

<b>Project title:</b>	DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS		
<b>Quotation no:</b>		<b>Project Code:</b>	<b>063854</b>

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

**NOTE**

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

## T2.13 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Head: Public Works (Department of Public Works: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in bid number at the price/s quoted.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax Compliance Status (TCS) PIN;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for the Specific Goal/s as outlined in the Invite to Quote in terms of the Preferential Procurement Regulations 2022;
    - Bidder's Disclosure - SBD 4
    - Special Conditions of Contract;
  - (i) JBCC Minor Works Edition 4 - August 2007; and
  - (i) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT): \_\_\_\_\_

CAPACITY: \_\_\_\_\_

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

NAME OF FIRM: \_\_\_\_\_

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

<u>Witnesses:</u>	
1.	_____
2.	_____
Date: _____	

## T2.14 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 2

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I \_\_\_\_\_ in my capacity as \_\_\_\_\_

accepts your bid under reference dated \_\_\_\_\_ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

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

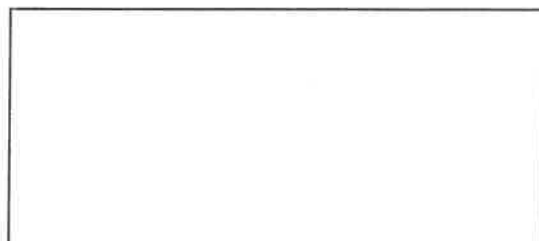
ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_  
[Place] [Date]

NAME (PRINT): \_\_\_\_\_

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



OFFICIAL STAMP:

<b>Witnesses:</b>	
1.	_____
2.	_____
Date: _____	

**T2.15 BIDDER'S DISCLOSURE - SBD 4**

**NOTE TO THE COMPILER OF THIS DOCUMENT :  
PLEASE PRINT THE PDF VERSION OF THE BIDDER'S  
DISCLOSURE - SBD4 AND ATTACH TO THE BID  
DOCUMENT. NO CHANGES / AMENDMENTS MUST  
BE MADE TO THE SBD4 NATIONAL TREASURY FORM.**



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State Institution

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

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

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

SBD4

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

<b>T2.16 - CLIENT'S SPECIFIC REQUIREMENT FOR THE CONTRACTOR'S DETAILED OHSE PLAN</b>	
<b>Project title:</b>	
<b>Quote no:</b>	
<b>Project Code:</b>	
<b>Items</b>	<b>Client Specific Requirements</b>
Site Office location	1) The location of the site office should be in an area that will not require visitors to pass through or enter area where construction work is active and will not require the re-location of the office as the project progresses.
Public Safety	1) When working in a occupied facility the contractors risk assessment and subsequent safe work method statement must take into consideration the negative effect the Contractors activities may have on the health and safety of the occupants of the facility and make provisions for the implementation of all reasonably practicable measures to ensure the health and safety of members of the public.
Extreme weather conditions	1) If the weather condition poses a threat to the health & safety of employees be it extreme heat, cold, lighting or any adverse weather condition appropriate safety measures have to be taken.
Change to scope of work	1) Should there be changes to the original scope of work, the Principal Agent must inform appointed Construction Health and Safety Agent to effect changes to the OHSE Specification.
Safety Plan Submission	1) The successful Tenderer must submit a copy of the detailed OHSE Plan for approval and keep the original for onsite use during construction. The principal Contractor will not be allowed to start site establishment before his/her SHE Plan has been approved in writing.
Bylaws	1) The Principal Contractor must incorporate any aspects of the Local Municipal bylaws which affect the, Safety and Environmental wellbeing of the employees and the public into his/her OHSE Plan and ensure compliance to such bylaws.
Risk assessment for construction work	1) To comply with CR(9) and to also address environmental issues 2) Risk Assessment must be done if and when required. 3) DSTI's must be performed on a daily basis be of an acceptable standard and need to be signed off prior to work starting and at the end of each shift. 4) No work may be performed without an approved DSTI. See the attached baseline risk assessment to be considered by both the designer and the principal contractor.
Fall protection	1) To comply with CR (10), 2) Edge protection and protection of floor openings need to be of such a manner as to properly protect employees from falling off elevated positions or falling into floor openings

General safeguarding on construction sites	2) Contractor to designate areas for placing refuse and rubble prior to being removed from site
	3) Contractor must implement a daily task site clean-up for all activities these should cover work areas, stairways, walkways etc. to free of any construction debris obstruction.
	4) Refuse to be separated for recycling purposes
	5) Hazardous materials such as asbestos may not be included in general rubble and need to be disposed of as per applicable legislative requirements
Stacking and storage on construction sites	1) To comply with CR (28)
Fire precautions on construction sites	1) To comply with CR (29) and the following;
	2) No smoking may be permitted on site except in designated smoking areas
Construction employees' facilities	1) To comply with CR (30) and the following;
	2) Gender signs to be placed at appropriate locations
	3) All welfare facilities to be kept in a hygienic condition at all times
	4) Employees to be trained in good hygiene practices
	5) Toilets to be fitted with doors which can be locked from the inside
	6) Toilets to be sufficiently ventilated
	7) Contractors or contractors employees are not permitted to any other facilities except those provided by the contractor.
Public Safety & Signage	1) The Principal Contractor engaged in construction work must ensure that each person working on or visiting a site, and the general public in the vicinity of the construction site, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers.
	2) Appropriate signage shall be posted at conspicuous points within and around the perimeter of the site. The steps to comply with this requirement must be outlined in the OHSE Plan.
	3) The public or visitors may only be permitted on site if they go through an appropriate health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks
	4) The entire project site must be secured against unauthorized access and provided with appropriate warning signage. Where roadways or walkways must be encroached or closed due to work, adequate barriers shall be installed to safely redirect the flow of vehicles and pedestrians and protect them from construction activities.

	a. List of key competent personnel;
	b. Details of emergency services;
	c. Actions or steps to be taken in the event of the specific types of emergencies;
	d. Information on hazardous material/situations.
First Aid Boxes and First Aid Equipment	1) The appointed First Aider(s) to be in possession of a valid first aid training certificate Level 2. Valid certificates are to be kept in the Site Safety File. All Sub Contractors with more than 5 employees shall supply their own first aid box, except if otherwise agreed upon between Principal and Sub- Contractor in writing.
Accident / Incident Reporting and Investigation	1) Injuries are to be categorised into Near miss, first aid, LTI, fatal etc. Fatal accidents to be reported in addition to applicable legislative requirements to the Client or its duly appointed Agent with immediate effect. The Principal Contractor must stipulate in its construction phase OHSE Plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client immediately. All Sub- Contractors have to report on the abovementioned categories of injuries to the Principal Contractor at least monthly. All categories of incidents/accidents must be in the Statistics Section of the Monthly Audit Reports, submitted to the Client or it's duly appointed Agent.
Hazards and Potential Situations	1) The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
	2) Should a hazardous situation require work stoppages, the work must be stopped and corrective steps taken such as the issue of Written Safe Work Procedures and the issue of Personal Protective Equipment.
Personal Protective Equipment (PPE) and Clothing	1) The Principal Contractor must ensure that all workers are issued with the required PPE as required by the risks associated with the activities they perform. The minimum PPE to be worn on site will be Safety Shoes/Boots, Hard Hats, Overalls. No Visitors may enter the site without Safety Shoes/Boots and Hard hats. The Principal Contractor and all Sub Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. All employees issued with PPE to be trained in correct use, records of training and issue to be kept in the Site SHE File. Procedure to be in place to deal with:
	a Lost or stolen PPE;
	b Worn out or damaged PPE replacement.
	c Employees not utilising PPE as required
	2) The above procedure applies to Principal Contractors and their appointed Sub- Contractors, as they are all employers in their own right.

	2) Records of inspections must be kept in a register on site
	3) All ladders found to be unsafe must be removed from site immediately and not be permitted back onto site until it has been certified as being safe by the Safety Officer or Construction Supervisor.
General Machinery	1) To comply with Driven Machinery Regulations as published in Government Notice No. R. 1010 dated 18 July 2003
Portable Electrical Tools and Hand Tools	1) The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.
	2) The Principal Contractor shall ensure that all portable electrical Equipment, is clearly numbered, inspected by a Competent appointed person and records of such inspections to be kept on record in an appropriate register on the site SHE file
	3) The Principal Contractor shall allow for and ensure the following in relation to hand Tools:
	a That a "Competent Person" undertakes routine inspections and records are kept on site.
	b That only authorized trained persons use the tools.
	c That safe working procedures apply.
	d That PPE is provided and used.
	4) All unsafe hand tools and portable electrical equipment found on site need to be removed from site with immediate effect, tagged as unsafe for use and only be permitted back on site after being certified as safe for use by the Safety Officer or the construction Supervisor.
High Voltage Electrical Equipment Installations and Equipment	1) All Employees must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and ensure that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.
	2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.
Adequate Lighting	1) All Contractors must allow for and ensure that adequate lighting is provided to allow for work to be carried out safely.
Transportation of Workers	1) In addition to CR 23 the following will apply. The Principal Contractor and Sub-Contractors shall not:
	a. Transport persons together with goods or tools unless there is an appropriate area or section of the vehicle in which to store such goods.
	b. Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
	c. Permit workers to stand or sit on the edge of the transporting vehicle.
	d. Transport workers in LDVs unless they are closed/covered and have the correct number of seats for the passengers
	e. No driver may transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.
	2) The driver of any LDV may not permit more than two passengers to occupy the cab of any LDV.
	3) Drivers of such vehicles must have a valid driver's license for the code of vehicle being driven by them.
	4) No servicing of vehicles will be permitted on a Construction Site. No Vehicles or machinery leaking oil will be permitted on site due to the risk posed to the environment.
	5) Any oil or diesel spilled on site must be cleaned up as per accepted environmental practice

T2.17 - BASELINE RISK ASSESSMENT			
Project title:	DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS		
Quote no:		Project Code:	062654

PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE

[illegible]

**Example:**

Examples:					
Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Drilling	Entanglement, struck by flying objects, electricity, hazardous substance dust, noise	Electrocution, dust inhalation, noise induced hearing loss, muscle strain, foreign objects in eyes	Contamination of natural resources (spillage)	dust, noise	Safe systems of work, Training, PPE, barricading, Supervision etc
Sanding	Grinding, wheel strain, bumping	Dust inhalation, dust in eyes, minor abrasions	none	dust nuisance	Safe systems of work, PPE, Housekeeping, barricading, Supervision etc
Painting	Bumping against, wet stain	Inhalation of vapours, paint in eyes, minor abrasions	Contamination of natural resources (spillage)	None	Safe systems of work, PPE, ventilation of area, good housekeeping
Cordless	Electrocution, entanglement, tripping hazards, struck by flying materials etc	Noise induced hearing loss, cuts, loss of limbs, electrocution	none	Noise, dust etc	Safe systems of work, PPE, cutting barricading, temporary guarding, signage/Supervision etc
Activity	Safety	Health	Environmental	Public Safety	Control Measures
Excavation work	Hidden services, jumping against, uncomfortable working position etc	Back strain, dust inhalation, cuts and abrasions	None	None	Safe systems of work, supervision PPE, Barricading etc
Cement Mixing	Struck by alloyed edge, poor working position, hazardous substances	Inhalation of cement dust, back strain, dermatitis	Contamination of natural resources (spillage)	Noise, dust	Safe Systems of work, PPE, Housekeeping, barricading, Supervision etc
Chiselling	Grinding abrasions, bumping against, struck by flying alloyed objects, slipping hazards, hazardous substances etc	Minor bruising, particles in eyes, dust inhalation, hazardous substances exposure effects	Contamination of natural resources	None	Safe systems of work, training, PPE, Supervision etc
General touchwork	Abrasive surfaces, hazardous substances, straining of muscles	Cuts and abrasions, straining injuries etc	None	dust	Safe systems of work, barricading, signage PPE, Supervision etc
Compaction of soil	Struck by tools, dermatitis substances, flying materials	Back strain, hand exhaustion, bruising, dust inhalation, burns	Contamination of resources with fuel	None	Safe systems of work, barricading, signage, PPE, Supervision etc
Lifting and unloading by hand	Bumping against edges, Hands caught between, sharp edges, muscle strain	Back strain, exhaustion, bruising, hand injuries	None	None	Safe systems of work, PPE, Training in correct lifting procedures, Supervision etc
Activity	Safety	Health	Environmental	Public Safety	Control Measures
Ladder use	Incorrect positioning, overreach, Overhead hazards, dropping of tools from ladder, Falls	Strain, bones, death, electrocution	None	None	Safe systems of work, PPE, signage, Supervision etc
Extension cords	Electricity, tripping hazards	Electrocution, fractures etc	none	None	Safe systems of work, PPE, Supervision etc
Hand tools	Tripping, struck by, bumping against, straining, sharp edges, caught between surfaces, flying metal particles etc	Cuts/ Bruising, foreign material in eyes	none	None	Safe systems of work, PPE, Supervision etc
Scaffolding erection, dismantling	Falls from height, dropping of items, sharp edges, strapping collapse, etc	Back strain, bruising, cuts, abrasions, broken bones, death	none	None	Safe system of work, use of fall arrest equip, erection of safe scaffolding, Supervision, etc



T2.18 CAPACITY OF BIDDER			
Project title:	DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS		
Bid no:		Project Code:	063854

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

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

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

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

[illegible]

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

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

## T2.19 - Functionality Criteria

The Threshold score, below which tenderers are eliminated from further consideration, should be between 50% and 60%.

**Note to the Compiler : THIS IS MERELY AN EXAMPLE OF FUNCTIONALITY CRITERIA; FUNCTIONALITY CRITERIA MUST BE PROJECT SPECIFIC AND FORMULATED IN CONJUNCTION WITH THE DPW PROJECT LEADER**

### TENDER EVALUATION CRITERIA AND SCORING

The weighting for Functionality out of 100 sub-points is as follows:

TENDER EVALUATION CRITERIA AND SCORING PRICE AND SPECIFIC GOALS			
Evaluation Criteria	Deliverables / Goal	Points	
Price	A maximum of 80 or 90 Points is allocated for Price.	80	Points
Specific Goal 1	Ownership by Black People	10	Points
Specific Goal 2	#REF!	###	Points
Specific Goal 3	Exempted Micro-Enterprise (EME)	10	Points
Specific Goal 4	0	0	Points
Specific Goal 5	0	0	Points
Specific Goal 6	0	0	Points
Specific Goal 7	0	0	Points
Specific Goal 8	0	0	Points

**PART A**

**INVITATION TO BID - SBD 1**

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

**BID NUMBER:** 0 **CLOSING DATE:** AS PER ADVERT **CLOSING TIME:** 11:00

**DESCRIPTION** DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS

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

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

**SUPPLIER INFORMATION**

NAME OF BIDDER													
POSTAL ADDRESS													
STREET ADDRESS													
TELEPHONE NUMBER	CODE					NUMBER							
CELLPHONE NUMBER													
FACSIMILE NUMBER	CODE					NUMBER							
E-MAIL ADDRESS													
VAT REGISTRATION NUMBER													
	TCS PIN:								CSD No:				
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick YES or NO)	Yes				B-BBEE STATUS LEVEL SWORN AFFIDAVIT (Tick YES or NO)						Yes		
	No										No		
If YES, State the name of the verification agency accredited by SANAS													
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes		NO		ARE YOU A FOREIGN BASED SUPPLIER FOR THE		YES		NO				
[IF YES ENCLOSE PROOF]					(IF YES ANSWER PART B:3 BELOW)								
SIGNATURE OF BIDDER							DATE						
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)													
TOTAL NUMBER OF ITEMS OFFERED							TOTAL BID PRICE (ALL INCLUSIVE)						
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>						<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>							
DEPARTMENT/ PUBLIC ENTITY	DEPARTMENT OF PUBLIC WORKS						CONTACT PERSON	Siyabonga Chili					
CONTACT PERSON	MRS T.P NGUBANE						TELEPHONE NUMBER	0729402882					
TELEPHONE NUMBER	872 887 063						FACSIMILE NUMBER						
FACSIMILE NUMBER							E-MAIL ADDRESS	siyabonga.chili@kznworks.gov.za					
E-MAIL ADDRESS	thembisa.ngubane@kznworks.gov.za												

## C1.1: FORM OF OFFER AND ACCEPTANCE

Quotation no:

### OFFER

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

#### DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS

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

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

#### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Amount (in words):	
Amount in figures:	R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

## ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Tenderer's  
**The terms of the contract, are contained in:**

- |         |  |
|---------|--|
| Part C1 | Agreement and Contract Data, (which includes this agreement) |
| Part C2 | Pricing data   |
| Part C3 | Scope of work.   |

**2. Subject:**

**Details:**

**3. Subject:**

**Details:**

**4. Subject:**

**Details:**

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

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

## PART C2.2: PRICING SCHEDULE

<b>Project title:</b>	<b>Chatsworth Service Office- Repair water tank and maintenance of water pumps</b>		
<b>Quotation no:</b>		<b>Project Code:</b>	<b>063854</b>

Rate shall mean inclusive of material, labour, equipment cost, and where appropriate for installation and commissioning.

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	PRICE
	<b>MECHANICAL WORKS</b>				
	<b>Repair water tank and maintenance of water pumps</b>				
1	Remove and overhaul all 3 pumps and service and repairs	No	3		
2	Drain, clean and repairs to water tank float valve	No	1		
3	Service and repairs to water pump control panel	No	2		
4	Commission the pumps	No	1		
5	Transport (km)	KM	600		
				<b>SUB-TOTAL</b>	
				<b>VAT (15%)</b>	
				<b>TOTAL</b>	



C1.2 :CONTRACT DATA:	
JBCC 2000 MINOR WORKS AGREEMENT (4th Edition)	
DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS	
Quotation no:	
The Conditions of contract are clauses 1 to 20 of the JBCC series 2000 Minor Works Agreement (4th Edition, August 2007) prepared by the Joint Building Contracts Committee.	
Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (031-2667070), South African Association of Consulting Engineers (011-4632022), South African Institute of Architects (031-2017590), Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.	
<b>CONTRACT VARIABLES</b>	
<b>THE CONTRACT DATA</b>	
The <b>Contract Data</b> contains all variables referred to in this document and is divided into Employer to Contractor (EC) Data and Contractor to Employer (CE) Data categories. The <b>Employer to Contractor (EC) Data</b> category must be completed in full by the Employers or his Agent and included in the Quotation documents. The <b>Contractor to Employer (CE) Data</b> must be left blank by the Employer or his Agent for the Contractor to fill in. Both the EC and CE Data categories form part of this <b>agreement</b> .	
Spaces requiring information must be filled in, shown as " <b>not applicable</b> " or deleted but not left blank. Where choices are offered, the inapplicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [ ] brackets.	
PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER (MINOR WORKS AGREEMENT CONTRACT DATA EC) (JBCC Series 2000 Edition 4.0 Code 2108-EC July 2007)	
1	CONTRACT DATA - EMPLOYER
1.0	CONTRACTING AND OTHER PARTIES
1.1 [1.1]	Employer: Head: <b>Public Works (Department of Public Works: Province of KwaZulu-Natal)</b> Postal address: <b>Private Bag X9041 PIETERMARITZBURG 3201</b> Tel: <b>033 - 8971399</b> Fax: <b>033 - 8971300</b>
[1.2]	Physical address: <b>191 Prince Alfred Street PIETERMARITZBURG 3200</b>
1.2 [6.1]	Principal Agent: <b>Mr S.Chili</b> Postal address: <b>eThekweni District office 455a Jan Smuts Highway, Mayville Durban 4091</b> Tel: <b>031 203 2115</b> Fax: <b>0</b>
1.3 [6.1.9]	Agent (1) <b>AR Citech</b> Agent's service: <b>Architect</b> Postal address: <b>P.O. Box 12345 Never never Land 1234</b> Tel: <b>012 34567</b> Fax: <b>012 34568</b>
1.4 [6.1.9]	Agent (2) <b>ME Assure</b> Agent's service: <b>Quantity Surveyor</b> Postal address: <b>P.O. Box 12345 LaLa Land 1234</b> Tel: <b>097 76543</b> Fax: <b>097 76542</b>
1.6	Interest of principal agent or other agents in the project  Details where "yes" <b>N/A</b>

Quotation no: <b>ZNT1222 W</b>			
<b>2.0 CONTRACT AND SITE INFORMATION</b>			
2.1 [1.1]	The law applicable to this agreement:	<b>SOUTH AFRICA</b>	(Country or State)
2.2 [1.1]	Works identification: <b>Refer to document C3 – Scope of Work.</b>		
2.3 [1.1]	Site description: <b>Refer to document C4 – Site Information.</b>		
2.4 [5.1.3]	Possession of the site is to be given on:	<b>To be determined</b>	(Date)
2.5 [7.1.2]	Period for the commencement of the works after the contractor takes possession of the site:	<b>10</b>	(working days)
2.6 [7.1.1]	Waiver of contractor's lien or right of continuing possession is required:	<b>Yes</b>	(Yes/No)
2.7	Existing premises will be occupied. Where "yes" the specific requirements are described or detailed in the contract documents.		<b>No</b> (Yes/No)
	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> N/A </div>		
2.8 [5.1.5-6]	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the contract documents.		<b>YES</b> (Yes/No)
2.11.1	Water	Option A Contractor - his cost Option B <b>NOT APPLICABLE</b> Employer - free of charge Option C Employer - metered (contractor cost)	<b>A</b> (A, or C)
2.11.2	Electricity	Option A Contractor - his cost Option B <b>NOT APPLICABLE</b> Employer - free of charge Option C Employer - metered (contractor cost)	<b>A</b> (A, or C)
2.11.3	Telecom	Option A Contractor - his cost Option B <b>NOT APPLICABLE</b> Employer - free of charge Option C Employer - metered (contractor cost)	<b>A</b> (A, or C)
2.11.4	Ablutions	Option A Contractor - his cost Option B <b>NOT APPLICABLE</b> Employer - free of charge	<b>A</b>
<b>3.0 INSURANCES AND SECURITIES</b>			
3.1 [3.4.1]	Public liability insurance to be effected by:	<b>CONTRACTOR</b>	[Employer/Contractor]
	For the sum of:	<b>N/A</b>	[Amount]
	With a deductible of:	<b>N/A</b>	[Amount]
3.2 [3.4.2]	Contract works insurance to be effected by:	<b>CONTRACTOR</b>	[Employer/Contractor]
	For the sum of:	<b>Contract Sum plus 10%</b>	[Amount]
	With a deductible of:	<b>N/A</b>	[Amount]
3.3 [3.4.3]	Support insurance to be effected by the employer:	<b>N/A</b>	[Amount]
	With a deductible of:	<b>N/A</b>	[Amount]
3.4 [2.5]	The employer shall provide a Payment Guarantee:	<b>NO</b>	[Yes/No]
	For the sum of:	<b>N.A.</b>	[Amount]
[2.6]	The contractor shall waive his lien where a payment guarantee is provided:	<b>N.A.</b>	[Yes/No]
<b>4.0 PRACTICAL COMPLETION DATES AND PENALTIES</b>			
4.1 [7.1.2]	For the works as a whole:		
	The date for practical completion:	<b>To be determined</b>	[Date]
	Penalty per calendar day:	<b>0.04% of the Contract Sum per calendar day</b>	
	Contract Period	<b>12</b>	Calendar Months

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## PART C2: PRICING DATA

Project title:	DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS		
Quotation no: .		Project Code:	063854

### C2.1 Pricing Instructions

The Bidder's prices must be provided in accordance with the scope of work i.e. the prices, rates and quantities to be included in the Pricing Schedule for the work described under several items. An item against which no price is entered will be considered to be covered by prices in the Pricing Schedule. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

The method of measurement herein will be the only method of measurement recognized in connection with this contract.

All equipment or materials used in this contract is to be that which is specified or other approved (other approved means where approval is given by the Head: Works prior to the close of the quotation).

The Pricing Schedule is to indicate VALUE ADDED TAX payable by the Employer separately in addition to the total Quoted prices. The Quotation Offer must indicate prices inclusive of VALUE ADDED TAX.

The Bidders obligation in pricing the Quotation offer and the Employer's undertakings in checking and corrections of arithmetical errors are indicated in the Annexure A - Standard Conditions of Quotation.

The Conditions of Contract referred to in this document must be understood and read by the Contractor and will be taken to apply at all times to the work which this Contract refers. The contractor must allow whatever price or costs he may consider necessary to provide for the carrying out and due observance of the aforesaid Conditions of Contract.

## PART C3.1: SCOPE OF WORKS

Project title:	DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS		
Quotation no:		Project Code:	063854

### C3.1 - SCOPE OF WORKS

#### 1. DESCRIPTION OF THE WORKS

Repair water and maintenance of water pumps

#### 2. EXTENT OF THE WORKS

Insert a brief description of what will be expected in terms of the works. Eg. Alterations, renovations, refurbishments, new construction, site works, etc.

Type of construction and materials/finishes to be used.

#### 3. LOCATION OF THE WORKS

DEPARTMENT OF PUBLIC WORKS :CHATSWORTH : CHATSWORTH SERVICE OFFICE

#### 4. CERTIFICATION BY RECOGNIZED BODIES

Any specific institutions which may certify items for inclusion in the works and building systems, e.g. Agreement Board of South Africa.

#### 5. SERVICES TO BE PROVIDED

State requirements, as necessary for the contract to:

- Hook up to, and distribute, water, electricity and telecommunication services

Clean up and make good when the service or facility is no longer required, leave the Employers facilities in the condition they were before the contractor first made use of them, fair wear and tear accepted, and continuously clear and dispose of waste and surplus material to maintain the site in a tidy state.

#### 6. UNAUTHORISED PERSONS

State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer

The contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

#### 7. ELECTRONIC PAYMENTS

Once a contract is awarded the contractor must complete a WIMS Registration form and a financial detail certificate available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signed the financial detail certificate.

## C3.2 SPECIFICATION FOR HIV/AIDS AWARENESS

### 1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counseling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

### 2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

### 3 Definitions and Abbreviations

#### 3,1 Definitions

**Construction Worker:** all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

**Local Community:** the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

**Service provider:** the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

#### 3,2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

### 4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counseling.

The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)

### 5,3 Reporting

- 5.3.1 The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).
- 5.3.2 The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

**Note:** In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.

The *HIV /Aids* awareness programme described in 5.2 shall in addition *be conducted* for the benefit of the local community on two occasions in the community centre nearest to the building site. The contractor shall be *responsible* for inviting identifiable community-based *institutions and organisations, churches, and schools to participate in the programme.*

### C3.3 HIV/STI COMPLIANCE REPORT

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

Project Code:

063854

Payment Claim number:

Period covered by payment claim:

1. Distribution of condoms (briefly describe where and how condoms are distributed).

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2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).

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3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).

**NOT APPLICABLE**

4. Counseling, support and care (summarise information provided).

**NOT APPLICABLE**

5. HIV awareness programme (briefly describe action).

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### C3.4 SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDED PUBLIC WORKS PROGRAMME (EPWP)

<b>Project title:</b>	<b>DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS</b>		
<b>Project Code:</b>	<b>063854</b>	<b>EPWP NO:</b>	<b>N/A</b>

#### Introductory notes:

- The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters **LI** are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

#### DESCRIPTION OF THE WORKS

##### Employer's objectives

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

##### Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

#### LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C). at NQF outlined in Table 1. (See GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) -THIRD EDITION 2015)

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards. Table 1: Skills programme for supervisory and management staff.

**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	

1.2.4 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

1.2.5 Variations to SANS 1914-5

1.2.5.1 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

1.3 Training of targeted labour

1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.

1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.

1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

**GENERIC LABOUR-INTENSIVE SPECIFICATION**

**1 Scope**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

**2 Precedence**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

**3 Hand excavateable material**

Hand excavateable material is material:

**a) Granular materials:**

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

**b) Cohesive materials:**

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

- 7 Clearing and grubbing**  
Grass and small bushes shall be cleared by hand.
- 8 Shaping**  
All shaping shall be undertaken by hand.
- 9 Loading**  
All loading shall be done by hand, regardless of the method of haulage.
- 10 Haul**  
Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.
- 11 Offloading**  
All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.
- 12 Spreading**  
All material shall be spread by hand.
- 13 Compaction**  
Small areas may be compacted by hand provided that the specified compaction is achieved.
- 14 Grassing**  
All grassing shall be undertaken by sprigging, sodding, or seeding by hand.
- 15 Stone pitching and rubble concrete masonry**  
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.  
  
Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.  
  
Grout shall be mixed and placed by hand.
- 16 Manufactured Elements**  
Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

## PART C4.1: SITE INFORMATION

Project title:	DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF PUMPS		
Quotation no:		Project Code:	063854

### C4.1 - Site Information

Bidders are advised to visit the site before pricing in order to satisfy themselves as to the nature and full extent of the work to be done and the conditions generally affecting the execution of the contract. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained.

#### GENERAL

- (a) Describe nature of ground, surface conditions, water table as visible in test holes, and other indisputable facts that may affect construction. Provide available data, information and site plan.
- (b) Any additional site information such as location, improvements on site, adjacent buildings, environmental issues, etc. must be described in detail herein.

### C4.2 - Geotechnical Investigation Report

Refer to Geotechnical Investigation Report attached to this document for any reference to the subsoil conditions.

**DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE :  
REPAIR WATER AND MAINTENANCE OF PUMPS**

<b>Quotation no.:</b>		<b>Project Code:</b>	<b>063854</b>
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(Where drawings/annexures are issued, document compilers must insert the following paragraph and list the applicable drawings / annexures below.)

DRAWING NO	DESCRIPTION
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[illegible]



Annexure 5  
**Joint Venture Agreement**  
(March 2004)  
(First Edition of CIDB document 1017)

1. **PREAMBLE**

This agreement is made and entered into by and between

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

of the first part and

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

of the second part and

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

of the third part.

*(allow for additional parties as necessary).*

Whereas the foregoing parties have resolved to form a Joint Venture under the title of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

for the exclusive purposes of securing and/or executing the Contract to be awarded by  
*(name of Employer)*

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

*for (brief description of Contract)*

**INGWAVUMA: DEPARTMENT OF HEALTH: MOSVOLD HOSPITAL : UPGRADE OF WATER SUPPLY AND WATER  
RETICULATION**

Now it is hereby agreed as follows :

2. **DEFINITIONS AND INTERPRETATION**

2.1 Definitions

The following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are, in general, signified in the text of the Agreement by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

**'Agreement'** means the agreement between the Members of the Joint Venture and includes this model form of agreement together with the Preamble, Specific Provisions, if any, Schedules 'A', 'B' and 'C' and any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

**'Contract'** means the contract with the Employer for the supply of the Deliverables, for the purposes of securing and executing which, the Joint Venture has been formed.

**'Deliverables'** means the works and/or services, equipment, materials, goods, etc. to be furnished by the Joint Venture to the Employer in terms of the Contract.

**'Document'** means any written, drawn, typed, printed, or photographic material, which relates to the Agreement.

**'Employer'** means the person, or body, which is to award the Contract and will employ the Joint Venture if it is awarded the Contract.

**'Joint Venture'** means the joint venture formed by the Members in accordance with the Agreement.

**'Management Committee'** means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions for the Agreement.

**'Member'** means a person, or body which, being a party to the Agreement, is a member of the Joint Venture.

3.6 Confidentiality

All matters relating to the Agreement and the Contract shall be treated by the Members as confidential and no such matter shall be disclosed to any third party without the prior written approval of the Management Committee.

No Member shall be party to the dissemination of publicity relating to the Contract, or the Agreement, without the prior written approval of the Management Committee and the Employer.

3.7 Assignment

No Member shall cede, assign, or in any other way make over any of its rights, or obligations, under the Agreement without the prior written consent of the Management Committee.

3.8 Subcontracting

No Member shall subcontract any obligation, work or duty for which it is, itself, responsible in terms of the Agreement without the prior written consent of the Management Committee.

3.9 Variations to Agreement

No variation, modification, or waiver of any part of the Agreement shall be of any force, or effect, unless unanimously agreed by the Members and reduced to writing.

3.10 Liability

Each Member warrants that it will indemnify the other Members against all legal liabilities arising out of, or in connection with the performance of its obligations under the Agreement.

It is acknowledged by the Members that they may be held jointly and severally liable in respect of claims against the Joint Venture by the Employer or third parties.

4. **MANAGEMENT OF JOINT VENTURE**

4.1 General

The affairs of the Joint Venture shall be directed, controlled and managed by the Management Committee, which, within the terms of the Agreement and the Contract, shall have full authority to bind the Members in all matters relating to the affairs of the Joint Venture.

Communication between the Joint Venture and the Employer, or third parties, relating to the Contract shall be conducted exclusively by the Management Committee, or by such person as it may delegate to perform this function.

The Management Committee shall have the power to appoint a project manager and/or such other persons as it may see fit to appoint for the purpose of executing the Contract and may delegate such of its powers, responsibilities and duties as it may consider necessary, or desirable, to persons or bodies appointed or seconded for this purpose.

Such administrative functions as are necessary to ensure the effective operation of the Management Committee shall be performed by its chairman.

4.2 Management Committee

4.2.1 Composition

The Management Committee shall, unless otherwise agreed by all the Members, consist of one Representative of each Member and each Member shall be obliged, at all times, to maintain a Representative on the Management Committee.

Each member shall, not later than three working days after the signing of the Agreement, appoint its Representative and notify the other Members of the name and contact details of the Representative. Such Representative shall have the power to bind the Member that he represents in all matters relating to the execution of the Contract and the performance of the Agreement.

A Member shall be entitled, after giving the other Members not less than three working days written notice of his intention to do so, appoint, remove and/or replace, an alternate who shall, at any meeting of the Management Committee from which the Representative whom he represents is absent, be vested with all rights and powers and subjected to all the obligations of the absent Representative.

5.1 Schedule 'A' (General)

Schedule 'A' shall contain general information relating to the Joint Venture including, inter alia, the following :

1. The Employer's name and address.
2. A brief description of the Contract and the Deliverables.
3. The name, physical address, communications addresses and domicilium citandi et executandi of each Member and of the Joint Venture.
4. The Members' interests.
5. A statement indicating whether, or not, Specific Provisions apply to the Agreement.
6. A schedule of insurance policies which must be taken out by the Joint Venture and by the individual Members.
7. A Schedule of sureties, indemnities and guarantees that must be furnished by the Joint Venture and by the individual Members.
8. Details of the persons, who, in the event of failure by the Members to reach agreement on the appointments of mediator and arbitrator, will nominate appointees to these positions in terms of Clauses 8.2 and 8.3.

5.2 Schedule 'B' (Financial)

Schedule 'B' shall contain information regarding the financial affairs of the Joint Venture including, inter alia, the following :

1. The working capital required by the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the individual Members from time to time.
2. The banking accounts that are to be opened in the name of the Joint Venture and the manner in which these are to be operated.
3. The rates of interest that will be applicable to amounts by which Members are in debit, or credit, to the Joint Venture.
4. The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
5. The intervals at which interim financial accounts and forecasts will be prepared for approval by the Management Committee.
6. Insofar as not covered in Schedule 'C', the basis on which contributions of various types by the Members towards the work of the Joint Venture in securing, executing, managing and satisfactorily completing the Contract, will be valued.
7. The basis on which profits and/or surplus cash will, if available from time to time, be distributed to Members.
8. The basis upon which losses, if any, are to be apportioned to Members.

5.3 Schedule 'C' (Contributions by Members)

Schedule 'C' shall set out the contributions of various types, other than cash, that will be made by the individual Members towards the work and obligations of the Joint Venture and shall, as far as possible, indicate the monetary values to be placed on such contributions, which may include, inter alia, the following :

1. Staff seconded to the Joint Venture.
2. Work carried out and services provided to, or on behalf of, the Joint Venture.
3. Plant, equipment, facilities etc. made available for use by the Joint Venture.
4. Materials and goods supplied to, or on behalf of, the Joint Venture.
5. Licences, sureties, guarantees and indemnities furnished to, or on behalf of, the Joint Venture.
6. Joint Venture Disclosure form required for the Contract.

6. **BREACH OF AGREEMENT**

If a Member breaches any material provision of the Agreement, or delays or fails to fulfil its obligations in whole, or in part, and does not remedy the situation within fourteen calendar days of receipt of notice from the Management Committee, or another Member, to do so, the other Members shall have the right, without prejudice to any other rights arising from the default, to summarily terminate the Agreement and re-assign the defaulting Member's rights and obligations in the Joint Venture as they see fit and withhold any moneys due to the defaulting member by the Joint Venture.

Each Member shall indemnify the other Members against all losses, costs and claims which may arise against them in the event of the Agreement being terminated as a result of breach of the Agreement by the said Member.

7. **INSOLVENCY OF MEMBER**

Should a Member be placed in liquidation, or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other Members shall be entitled to proceed in terms of Clause 6, as if the Member had breached the Agreement.



by [name] \_\_\_\_\_ who warrants his authority to do so.

\_\_\_\_\_

As witnesses 1. \_\_\_\_\_

As witnesses 2. \_\_\_\_\_

Member No. 3

Thus done and signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.

\_\_\_\_\_

As witnesses 1. \_\_\_\_\_

As witnesses 2. \_\_\_\_\_

[Allow for additional parties as necessary].

Annexure 6

# Occupational Health and Safety Specification

(OHSE SPEC)



**KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

Project Name:

**DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH  
SERVICE OFFICE : REPAIR WATER AND MAINTENANCE OF  
PUMPS**

Project Code:

**063854**

Agent Name:

**Mr S.Chili**

Region:

**eThekwini**

District:

**0**

Ward no.:

**???**

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

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

**"Construction Site"** means a work place where construction work is being performed;

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

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

**"Construction work"** means any work in connection with –

- (a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- (b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

**"Construction Work Permit"** means a document issued in terms of regulation 3 of the Construction Regulations 2014;

**"Contractor"** means an employer who performs construction work;

**"Demolition Work"** means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

**"Fall Protection Plan"** means a documented plan, which includes and provides for-

- (a) All risks relating to working from a fall risk position, considering the nature of work undertaken;
- (b) The procedures and methods to be applied in order to eliminate the risk of falling; and

- (a) To provide Principal Contractors with the Structure of the Detailed OHSE Plans they will have to prepare and submit for this project.
- (b) Provide the overarching framework within which the Principal Contractor is required to demonstrate compliance with certain requirements for occupational health and safety established by the Occupational Health and Safety Act, Act 85 of 1993, all applicable regulations and Client Specific Requirements. *See T2. 16 of returnable schedules*
- (c) To bring to the attention of the Bidding Principal Contractors that they need to make an undertaking that the costs for executing the project includes the costs of complying with the OHS Act, Act 85 of 1993, all applicable regulations including Client Specific requirements. Such undertaking is made by appending signatures on the OHS Declaration for Tenders. *See T2.5 of returnable schedules*
- (d) Ensure that the Principal Agent as the Professional Service Provider appointed by the Department to manage the project on its behalf in terms of the Conditions of Contract applicable to this project ensures that the contents of this document and the attached Baseline Risk Assessment are taken into consideration during design by all professions appointed and that the OHSE Specification is incorporated into the tender documents. *See T2. 17 of returnable schedules*

#### **4. Contractual Issues**

Acceptance by the Principal Contractor of the contract with KZN DOPW shall constitute acknowledgement that the Principal Contractor has familiarised him/herself with the contents of the OHSE Spec and that he/she will comply with all its obligations in respect thereof.

Due to fact that this document is based on legislative requirements, the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.

The Client or its duly appointed Construction H&S Agent reserves the right to stop any Principal Contractor or Sub-Contractors from working whenever Safety, Health or Environmental requirements are being violated as required by regulation 5(1)(q). Any resultant costs of such work stoppages will be for the relevant Contractor's account.

The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and when the Client deems fit to address issue of OHSE Compliance.

## 6. Appointment of a Fulltime/ Part time Safety Officer

The Principal Contractors will have to appoint a competent Construction H&S Officer as per the following criteria;

- (i) *Number of employees onsite between 30 but below 50 – Part Time Safety Officer shall be appointed and will be onsite at least 2 days a week*
- (ii) *Number of employees above 50 – Fulltime Safety Officer should be appointed.*
- (iii) *Should the project require a Construction Work Permit – a Fulltime Safety Officer should be appointed.*

Further to the above criteria, should the Client or its Representative having considered the risks present and lack of compliance to the Occupational Health and Safety Act, Act 85 of 1993 and its applicable Regulations the Client or its Representative may issue an instruction that a Part/ Full Time Construction Health and Safety Officer must be appointed, such a requirement will have to be met. **Taking the Risk associated with this project into consideration it is deemed that a full time Safety Officer needs to be appointed and be present on site at all times.**

Annexure 7

**HEALTH AND SAFETY IMPLEMENTATION COSTING**

Contractor to give a breakdown of his Health and Safety costs on this sheet.

**This is not an exhaustive list. Any additional items must be included.**

ITEM	DESCRIPTION	UNIT	QUAN- TITY	MONTHS (Indicative)	RATE	AMOUNT
			(a)		(b)	(a) x (b)
<b>1</b>	<b>MEDICALS</b>					
1.1	Pre-employment medical	Nr.				
1.2	Psychological medical for working at heights	Nr.				
1.3	Psychological medical for working motorized equipment & construction machinery	Nr.				
1.4	Medical for working asbestos	Nr.				
1.5	Routine medical as per requirement of job activities	Nr.				
1.6	Re-medicals - yearly	Nr.				
1.7	Exit medicals	Nr.				
	<b>TOTAL</b>					
<b>2</b>	<b>PERSONAL PROTECTIVE EQUIPMENT</b>					
2.1	Overalls (Blue)	Nr.				
2.2	Specialized overalls (asbestos, chemicals etc)	Nr.				
2.3	Hard hats and safety glasses	Nr.				
2.4	Safety boots/shoes	Nr.				
2.5	Gloves	Pair.				
2.6	Breathing apparatus (confined space, asbestos & chemicals)	Nr.				
2.7	Life jackets	Nr.				
2.8	Reflector Bibs	Nr.				
2.9	Testing equipment (oxygen measuring, noise, lighting, lightning & wind) (Centralized)	Nr.				
2.10	Orange Star Netting - 1.2m High	m				
2.11	Orange Plastic road cones	Nr.				
2.12	Plastic Reinforce Caps(Rebar)	Nr.				
2.13	Dust masks	Nr.				
	<b>TOTAL</b>					
<b>3</b>	<b>FIRE FIGHTING</b>					
3.1	Fire extinguishers - 4.5Kg	Nr.				
3.2	Training	Nr.				
3.3	Surveys	Nr.				
3.4	Other - Drip trays	Nr.				
	<b>TOTAL</b>					
<b>4</b>	<b>HEALTH AND SAFETY PERSONNEL</b>					
4.1	Safety Manager (50%)	Nr.				
4.2	Safety Officer	Nr.				
4.3	Full time Safety Representatives if required	Nr.				
4.4	Fire Watchers	Nr.				
4.5	First aiders	Nr.				
4.6	External auditors costs	Nr.				
4.7	Occupational hygienist	N/A				
4.8	Construction Phase Safety, Health, Environmental and Waste Management Plan	Nr.				
4.9	Safety Administrator	Nr.				
	<b>TOTAL</b>					

<b>9</b>	<b>INSURANCES</b>					
9.1	COVID cover for the project	Nr.				
9.2	Liability insurances	Nr.				
	<b>TOTAL</b>					
<b>10</b>	<b>FIRST AID</b>					
10.1	First aid boxes	Nr.				
10.2	Rescue equipment and stretchers	Nr.				
10.3	Replenishment of boxes and other supplies	Nr.				
10.4	Hazchem Spill kits	Nr.				
	<b>TOTAL</b>					
<b>11</b>	<b>TRAINING</b>					
11.1	SHE Representative	Nr.				
11.2	Supervisor A2 (No cost)	Nr.				
11.3	Management/Safety Officer A3 (No cost)	Nr.				
11.4	First Aid Level 1	Nr.				
11.5	Fire Fighting	Nr.				
11.6	Legal Liability	Nr.				
11.7	HIRAC	Nr.				
11.8	Incident Investigation (R-CAT)	Nr.				
11.9	Scaffolding Inspector	Nr.				
11.10	Scaffolding Erector	Nr.				
11.11	Basic Working at Heights	Nr.				
11.12	Rescue at Heights	Nr.				
	<b>TOTAL</b>					
<b>12</b>	<b>SIGNAGE</b>					
12.1	All signage as required by law: regulatory, warning and information	Nr.				
12.2	Posters for awareness	Nr.				
12.3	Admin	Item				
	<b>TOTAL</b>					
<b>13</b>	<b>ELECTRICAL</b>					
13.1	Locks required for lockouts	Nr.				
13.2	Tags	Nr.				
13.3	Permit books	Nr.				
13.4	Calipers	Nr.				
13.5	Key safes	Nr.				
	<b>TOTAL</b>					
<b>14</b>	<b>PLANT &amp; SCAFFOLDING</b>					
14.1	Telescopic Hoist	month				
14.2	TH - Driver	month				
14.3	Scaffolding	month				
14.4	None	Nr.				
14.5	None	Nr.				
	<b>TOTAL</b>					
<b>GRAND TOTAL TO BE CARRIED TO OHS PROVISION IN QUOTE SCHEDULE</b>						

## WAIVER OF CONTRACTOR'S LIEN

### DEFINITIONS

Contractor: \_\_\_\_\_

Employer: Head: Public Works (Department of Public Works: Province of KwaZulu-Natal)

Agreement: JBCC Minor Works Edition 5.1 - March 2014

Works (description):

**DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE :  
REPAIR WATER AND MAINTENANCE OF PUMPS**

Site:

### AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_  
[Date]

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Capacity of signatory

\_\_\_\_\_  
As witness

\_\_\_\_\_  
For and on behalf of the contractor who by  
signature hereof warrants authorisation  
hereto



Annexure 9

**ADDITIONAL SPECIFICATION - EPWP**

**SL**

**EMPLOYMENT AND TRAINING OF EPWP BENEFICIARY ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects:**

**CONTENTS**

SL 01	SCOPE
SL 02	TERMINOLOGY AND DEFINITIONS
SL 03	APPLICABLE LABOUR LAWS
SL 04	EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP
SL 05	EMPLOYER'S RESPONSIBILITIES
SL 06	PLACEMENT OF RECRUITED EPWP BENEFICIARY
SL 07	TRAINING OF EPWP BENEFICIARY
SL 08	EPWP BENEFICIARY SELECTION CRITERIA
SL 09	CONTRACTUAL OBLIGATIONS IN RELATION TO EPWP BENEFICIARY LABOUR
SL 10	PROVINCIAL RATES OF PAY
SL 11	MEASUREMENTS AND PAYMENT
EXAMPLE	EPWP EMPLOYMENT AGREEMENT

**SL 01 SCOPE**

This project is part of the Expanded Public Works Programme and aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by a separate service provider. This service provider will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard.

If necessary the contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Expanded Public Works Programme (EPWP) for Infrastructure.

**SL 02 TERMINOLOGY AND DEFINITIONS**

**SL 02.01 TERMINOLOGY**

- (a) EPWP The Code of Good Practice for Expanded Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.

**SL 04.03      NORMAL HOURS OF WORK**

- (a) An employer may not set tasks or hours of work that require a worker to work—
    - (i) more than forty hours in any week
    - (ii) on more than five days in any week; and
    - (iii) for more than eight hours on any day.
  - (b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.
  - (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.
- Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**SL 04.04      MEAL BREAKS**

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

**SL 04.05      SPECIAL CONDITIONS FOR SECURITY GUARDS**

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each.

**SL 04.06      DAILY REST PERIOD**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**SL 04.07      WEEKLY REST PERIOD**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

**SL 04.08      WORK ON SUNDAYS AND PUBLIC HOLIDAYS**

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work
- (b) Work on Sundays is paid at the ordinary rate of pay.

- (e) A worker may begin maternity leave –
  - (i) four weeks before the expected date of birth; or
  - (ii) on an earlier date –
    - (1) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (2) if agreed to between employer and worker; or
  - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

#### **SL 04.11 FAMILY RESPONSIBILITY LEAVE**

- (a) Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
  - (i) when the employee's child is born;
  - (ii) when the employee's child is sick;
  - (iii) in the event of the death of –
    - (1) the employee's spouse or life partner
    - (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

#### **SL 04.12 STATEMENT OF CONDITIONS**

- (a) An employer must give a worker a statement containing the following details at the start of employment –
  - (i) the employer's name and address and the name of the EPWP;
  - (ii) the tasks or job that the worker is to perform;
  - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (iv) the worker's rate of pay and how this is to be calculated;
  - (v) the training that the worker may be entitled to receive during the EPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

#### **SL 04.13 KEEPING RECORDS**

- (a) Every employer must keep a written record of at least the following –
  - (i) the worker's name and position;
  - (ii) in the case of a task-rated worker, the number of tasks completed by the worker;

**SL 04.16      HEALTH AND SAFETY**

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:
  - (i) work in a way that does not endanger his/her health and safety or that of any other person;
  - (ii) obey any health and safety instruction;
  - (iii) obey all health and safety rules;
  - (iv) use any personal protective equipment or clothing issued by the employer;
  - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**SL 04.17      COMPENSATION FOR INJURIES AND DISEASES**

- (a) It is the responsibility of employers to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**SL 04.18      TERMINATION**

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**SL 04.19      CERTIFICATE OF SERVICE**

- (a) On termination of employment, a worker is entitled to a certificate stating –
  - (i) the worker's full name;
  - (ii) the name and address of the employer;
  - (iii) the EPWP on which the worker worked;
  - (iv) the work performed by the worker;
  - (v) any training received by the worker as part of the EPWP;
  - (vi) the period for which the worker worked on the EPWP;
  - (vii) any other information agreed on by the employer and worker.

- (i) in addition to (h)
- a copy of the I.D;
  - qualifications;
  - career progress;
  - EPWP Employment Agreement, and
  - list of small trade tools;
- must be included in the EPWP beneficiary's personal profile file.

## **SL 07 TRAINING OF EPWP BENEFICIARY**

Three types of training are applicable, namely

- Life skills;
- On the job training and
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA :

- EPWP beneficiary shall be employed on the projects for an average of 6 months.
- EPWP beneficiary shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to EPWP beneficiary.

### **(a) Life skills training**

All EPWP beneficiary are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.

### **(b) On-the job training**

The Employer shall provide EPWP beneficiary with on-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth workers and shall identify potential EPWP beneficiary for skills development programmes.

### **(c) Technical skills training**

The Employer shall assist in identifying EPWP beneficiary for further training. These EPWP beneficiary will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. EPWP beneficiary who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in a accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

## **SL 08 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA**

### **SL 08.01 PREAMBLE**

The *Code of Good Practise for Employment and Conditions of Work for ExpandedPublic Works Programmes* encourages:

- optimal use of locally-based labour in a Expanded Public Works Programme (EPWP);

**SL 11.01      PAYMENT FOR TRAINING OF EPWP BENEFICIARY**  
**(TARGET:- 50 EPWP BENEFICIARY)**

**SL 11.01.01    Skills development and Technical training for EPWP beneficiary for an average of 10 days  
.....(Prov.Sum).....Unit: R/EPWP beneficiary**

The above item is only applicable if DoL does not fund the Technical Training PRIOR to site handover.

**SL 11.01.02    Penalty due to not meeting the target as in  
SL 11.01.01.....Unit: EPWP beneficiary**  
**LESS R 2000 per EPWP beneficiary**

**SL 11.02      PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING**

**SL 11.02.01    Life skills training for 26 days:**

01 Travelling (based on 50 km/youth worker) .....Unit: km

02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary

03 Profit and attendance..... Unit: %

**SL 11.02.02    Skilled development and Technical training:**

01 Travelling (based on 50 km/youth worker).....Unit: km

02 Accommodation.....(Prov.Sum)....Unit: R/EPWP beneficiary

03 Profit and attendance ..... Unit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the distance travelled in km by the EPWP beneficiary trained off site. The tendered rate shall include full compensation to safely transport the EPWP beneficiary to and from the training venue/s.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation and daily meal allowances for the EPWP beneficiary trained off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the accommodation and advance meal allowances to cover his expenses in this regard.

**SL 11.03      ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING**

**SL 11.03.01    Life skills training for 26 days ..... Unit: EPWP beneficiary**

**SL 11.03.02    Skilled development and Technical training for EPWP beneficiary for (.....)  
days..... Unit: worker-days**

The unit of measurement shall be the number of EPWP beneficiary replaced while in training multiplied by the number of days absent from the site.

The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.

Quotations:  
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**C2.3 - Preliminary and General - EPWP (If applicable)**

PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<b><u>BILL NO 1</u></b>				
1		<b><u>EPWP CONDITIONS AND SPECIFICATIONS</u></b>				
1		<b><u>1 a Employment Targets</u></b>				
		The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using Labour Intensive Construction methods on elements where it is economical and feasible for this construction method. No of jobs to be created = .....				
		F:..... V:..... T:.....	Item			
		<b><u>1 b Employment requirements</u></b>				
		Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.				
		Tenderers must allow for any costs for the employment of unskilled labour as per the requirements of the EPWP program;				
1		55% to be women				
		55% to be youth aged between 18 and 35 years				
		2% to be people living with disability				
1		100% unskilled labour utilised must reside within the boundaries of the Municipality ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources.				
1		F:..... V:..... T:.....	Item			
		<b><u>1 c Labour rate and payment intervals</u></b>				
1		The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP beneficiaries are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work.				
1		Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages.				
		The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities.				
		F:..... V:..... T:.....	Item			
		<b><u>2 a Labour Intensive Construction (LIC) method</u></b>		0		
		On site there must a person(s) having competency in managing and implementing LIC methods.				
1		*Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site.				
1		*Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited				
1		F:..... V:..... T:.....	Item			
		<b><u>2 b Labour Intensive Construction Method</u></b>				



A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.

Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:

1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor
2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor.
3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.
4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.
5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.
6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained
7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications

- b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary.
- c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress.
- d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice
- e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.
- f) Basic tools shall be provided by the PPG's and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG.
- g) Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work.

#### **CO-ORDINATION**

The Contractor is to co-ordinate the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner as no claims for extras in this connection will be entertained.

#### **ATTENDANCE**

The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site.

Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor.

This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like.

#### **9 EPWP contract for labour**

It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials.

F:..... V:..... T:.....

Item

#### **10 EPWP Scope of Work**

##### **Note:**

Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor.

Elements on the scope of work where application of Labour Intensive Construction methods as will indicated with letters (LI) are regarded feasible are as follows;

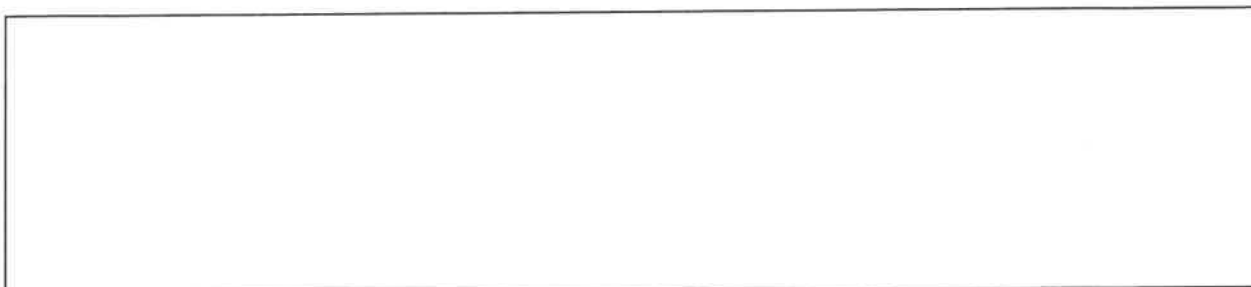
**C2.4 - Preliminary and General - EPWP Beneficiary (If applicable)**

PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1		<b><u>BILL NO 2</u></b>				
1		<b><u>EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP BENEFICIARY INFRASTRUCTURE PROJECTS</u></b>				
1		<b><u>PREAMBLES</u></b>				
1		Tenderers are advised to study the Additional Specification SL: Employment and training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects as bound elsewhere in the Bills of Quantities and then price this Bill accordingly				
1		<b><u>TRAINING OF EPWP BENEFICIARY</u></b>				
1		(TARGET: 50 EPWP BENEFICIARY)				
1		Skills development and Technical training:				
1	1	Skills development and technical training for youth EPWP beneficiary for an average of 10 days (ref. SL11.01.01)	Item	1		
1	2	Penalty due to not meeting the target as in SL 11.01.02	Y/Work	R 2 000,00		
1		<b><u>TRAVELLING AND ACCOMMODATION DURING OFF SITE TRAINING:</u></b>				
1		Life skills training for 26 days (ref. SL 11.02.01)				
1	3	Travelling (based on 50km/youth worker)	km	2500		
1	4	Profit and attendance on Items 1, 2 & 3	%			
1		<b><u>EMPLOYMENT OF EPWP BENEFICIARY</u></b>				
1	5	Employment of EPWP beneficiary (30 youth) [New Office Block]	Item	1		
1		The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 100/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 6 months appointment for EPWP beneficiary				

Quotations:  
R 1 - R1 000 000

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2	13	Liason with Service Provider (ref. SL 11.08)	Hrs	30		
2	14	Profit and attendance on Items 12 & 13	%	7,5		



*(Insert Your Company Logo)*

*(This shall serve as the cover page on employment contracts for local labour)*

## **EMPLOYMENT AGREEMENT**

**BETWEEN**

***[CONTRACTOR NAME].....***

**AND**

***[WORKER NAME].....***

#### 4. TERMS AND CONDITIONS

- The worker will have no entitlement to the benefits of a full time employee, namely;  
  
\_\_\_\_\_
- The worker should not have the expectation that this contract will be renewed or extended.
- The worker will be subject to all laws, rules, policies, codes and procedures applicable to the;  
  
\_\_\_\_\_
- The worker must meet the standards and requirements of the contractor
- The worker must render his/her services during normal working hours of minimum of forty to fifty five hours in any week; which comprise of an eight-hour working day in a five-day week.

#### 5. REMUNERATION

The worker will receive compensation to the amount of R \_\_\_\_\_ 00 which must be paid by the 25<sup>th</sup> or on the last day of each month.

#### 6. ROLES AND RESPONSIBILITIES

##### 6.1 Employer / Worker

- Work for \_\_\_\_\_ in terms of the period as specified in the employment agreement contract.
- Be available for and participate in all learning and work experience required by the company.
- Comply with workplace policies and procedures.
- Complete any attendance or any written assessment tools supplied by the contractor to record relevant workplace experience.
- Demonstrate willingness to grow and learn through work experience.

Provide the following documentation to the employer,

- Certified identity document not longer than 3 months
- ID size photos
- Sign employment contract

- 9.2.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

### **9.3. Weekly Rest Period**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

### **9.4. Work on Sundays and Public Holidays**

- 9.4.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

- 9.4.2 Work on Sundays is paid at the ordinary rate of pay.

- 9.4.3 A task-rated worker who works on a public holiday must be paid;

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

- 9.4.4 A time-rated worker who works on a public holiday must be paid

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

### **9.5. Sick leave**

- 9.5.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

- 9.5.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

- 9.5.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

- 9.5.4 Accumulated sick-leave may not be transferred from one contract to another contract.

- 9.5.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

- 9.5.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

- 9.5.7 An employer must pay a worker sick pay on the worker's usual payday.

- 9.5.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

- 9.5.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

- 9.5.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

### 9.7. Family responsibility leave

9.7.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances;

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of
  - (i) the employee's spouse or life partner;
  - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

### 9.8. Keeping Records

9.8.1 Every employer must keep a written record on site for the duration of the project and three (3) year after completion records should consists of at least the following;

- (a) the worker's name and position;
- (b) copy of an acceptable worker identification
- (c) in the case of a task-rated worker the number of tasks completed by the worker;
- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker in a form of Proof of Payment, Payroll registers and the acknowledgement of payment receipt signed by the worker.

9.8.2 The employer must keep this record for a period of at least **three years** after the completion of the EPWP.

### 9.9. Payment

9.9.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

9.9.2 A worker may not be paid less than the Ministerial Determination wage rate.

9.9.3 A task-rated worker will only be paid for tasks that have been completed.

9.9.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

9.9.5 A time-rated worker will be paid at the end of each month.

9.9.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.



- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

#### **9.12. Health and Safety**

9.12.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

9.12.2 A worker must;

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) use any personal protective equipment or clothing issued by the employer;
- (d) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

#### **9.13. Compensation for Injuries and Diseases**

9.13.1 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 as amended by COIDA Act 61, 1997.

9.13.2 A worker must report any work-related injury or occupational disease to their employer or manager.

9.13.3 The employer must report the accident or disease to the Compensation Commissioner.

9.13.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

#### **9.14. Termination**

9.14.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

9.14.2 A worker will not receive severance pay on termination.

9.14.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

9.14.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.



**EXPANDED PUBLIC WORKS PROGRAMME**

**The Attendance Register for on-site Workers**

Reporting month: \_\_\_\_\_

Cell No: \_\_\_\_\_

Surname: \_\_\_\_\_

First Name: \_\_\_\_\_

Project Name: **DEPARTMENT OF SOCIAL DEVELOPMENT : CHATSWORTH SERVICE OFFICE : REPAIR**

Project Code: **063854**

Bid No

IDENTITY NUMBER:

Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided In The Reporting Month
<b>WEEK 1</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 2</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 3</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 4</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 5</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>Total Days worked</b>						