

TENDER REFERENCE NO: T04/02/14

**INDUSTRIAL DEVELOPMENT CORPORATION
OF SOUTH AFRICA LIMITED**



**BID DOCUMENT
FOR
PROPOSED NEW NKONKWANA JUNIOR SECONDARY SCHOOL
AT
WILLOWVALE**

VOLUME 2

**(THIS ENTIRE DOCUMENT IS TO BE RETURNED IN ENVELOPE “B” –
FINANCIAL PROPOSAL)**

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E13/691

JANUARY 2014



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“B” – FINANCIAL PROPOSAL)**

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PART 4
TENDER NOTICE

1. TENDER NOTICE

**REQUEST FOR PROPOSAL FOR THE CONSTRUCTION OF
NKONKWANA JUNIOR SECONDARY SCHOOL IN THE EASTERN CAPE
PROVINCE**

Tender Reference Number: T04/02/14

The IDC invites experienced General Building Contractors with minimum CIDB Grading of 7GB to submit proposals to undertake a contract for the construction of the Nkonkwana Junior Secondary School, Willowvale, in the Eastern Cape Province.

A **compulsory** site inspection meeting will be held on the site on **Tuesday, 18 February 2014 at 12h00**. A map and GPS co-ordinates to the site are included in the tender document at T1.1: Notice and Invitation to Tender.

The closing date for the above tender will be Monday, 03 March 2014 at 12:00 noon.

Details of the tender requirements are stated in the tender document which can be collected as from **Wednesday, 12 February 2014 from 11h00 am** at the **main reception area of the IDC Building situated at 19 Fredman Drive in Sandton**; or at the offices of **HRN Quantity Surveyors, 70 Frere Road, Vincent, East London**, or can be downloaded from IDC website at www.idc.co.za under tenders.

The IDC is committed to affirmative procurement consistent with the South African Constitution and the approved DTI Codes of Good Practice issued in terms of the BBBEE Act No. 53 of 2003.

For queries contact Sandile Makhathini at 011 269 3810 or email: sandilem@idc.co.za.

PART 5

**FORM OF OFFER AND ACCEPTANCE
AND
BBBEE VERIFICATION CERTIFICATE**

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1: FORM OF OFFER AND ACCEPTANCE

Project title:	PROPOSED NEW NKONKWANA JUNIOR SECONDARY SCHOOL, WILLOWVALE
Tender No:	T04/02/14

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: Proposed New Nkonkwana Junior Secondary School, Willowvale.

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

Rand (in words):	
Rand in figures:	R

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the 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.

Submission of this tender indicates and confirms the tenderers acceptance and approval of the assessment and adjudication procedures and principles as set out in these tender documents

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
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AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

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

SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

WITNESSED BY:

Name of Witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents.....
- The official alternative...(NOTE: - No alternatives will be considered).....
- Own alternative (only if documentation makes provision therefore)

SECURITY OFFERED:

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

- b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
 - i. cash deposit of 10 % of the Contract Sum. Yes No
 - ii. payment reduction of 10% of the value certified in the payment certificate. Yes No
 - iii. cash deposit of 5% of the Contract Sum and a payment reduction of 5% of the value certified in the payment certificate. Yes No
 - iv. fixed construction guarantee of 5% of the Contract Sum and a payment reduction of 5% of the value certified in the payment certificate. Yes No

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

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No. of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract, are contained in:

- Part 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

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

FOR THE EMPLOYER:

Name of Signatory	Signature	Date

Name of Organisation:	Industrial Development Corporation of South Africa Limited
Address of Organisation	Postal address: P O Box 784055 Sandton, 2146 Tel: 011 - 269 3000 Physical address: 19 Fredman Drive Sandton

WITNESSED BY:

Name of Witness	Signature	Date

SCHEDULE OF DEVIATIONS:

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

C1.1 Form of Offer and Acceptance

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 tender 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.

2. VALID BBBEE VERIFICATION CERTIFICATE (TO BE ATTACHED)

The IDC reserves the right to have the tenderer's BBBEE Credentials verified by an independent agency. Returnable documents must be fully completed. Supplementary information may be completed by service providers with a turnover of less than R5m and be accompanied by a letter from an independent registered auditor or accountant confirming the company's turnover is less than R5m.

Bidders are required to disclose their proposed sub-contracting arrangements in the applicable returnable schedule (T2.2c: Schedule of Proposed Subcontractors) including all relevant information, with due regard to the requirements of PPPFA Regulation 11(8) (GNR. 502 of 08 June 2011: Preferential Procurement Regulations, 2011). Any contract offered by the IDC will be based on the correctness of information submitted by the bidder in its bid response. Any misrepresentation of facts by a bidder may lead to disqualification. Should such misrepresentation relate to the empowerment status of the bidder, the IDC reserves the right to terminate the contract and recover all payments made to that bidder and any costs that may have been incurred in the process.

The IDC reserves the right to have the tenderer's BBBEE Credentials verified by an independent agency. Returnable documents must be fully completed. Supplementary information may be completed by service providers with a turnover of less than R5m and be accompanied by a letter from an independent registered auditor or accountant confirming the company's turnover is less than R5m.

In instances of a joint venture, each participating person and/or company and/or firm must submit their information as required in terms of the tender submission, together with all profit sharing percentage information.

PART 6

**SCOPE OF WORK,
HEALTH AND SAFETY, ETC.**

C3.1 SCOPE OF WORK

C 3.1: SCOPE OF WORKS-JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	PROPOSED NEW NKONKWANA JUNIOR SECONDARY SCHOOL, WILLOWVALE
Tender No:	T04/02/14

C3. Scope of Works

1. GENERAL

- a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000) and the ECSCM Practice Note 1 of 2010/11 (Conflict between the PPPFA and Preferential Procurement Regulations with regard to functionality evaluation, the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
- b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.

2. The following serves as a guideline only with regard to items to be included in this Scope of Work.

a) EXTENT OF THE WORKS

The scope of work includes but are not limited to the following:

- 1. One single storey classroom block consisting of one classroom. (G)
- 2. Two single storey classroom blocks consisting of three classrooms (E&F)
- 3. A single storey administration block (A)
- 4. A single storey Grade R classroom block (C)
- 5. A single storey kitchen and canteen block (J)
- 6. Two single storey toilet blocks (B & D)
- 7. A single storey house (H)
- 8. Walkways.
- 9. Temporary classrooms, administration, ablutions and canteen in an enclosed area.
- 10. Associated plumbing and drainage including but not limited to; water supply, sewers, stormwater and fire services with drinking fountains, water storage tanks, pumps, septic tank, soakaway, etc.
- 11. Associated external works including but not limited to; roads, kerbing, various forms of paving, gardens, seating, steps, aprons, parking areas, flower boxes, retaining walls, fencing, bulk earthworks, platforms, sportfields, etc.
- 12. Associated specialist services including but not limited to; electrical and mechanical work, gas installation, kitchen equipment, joinery fittings, signage, sport, play and kitchen equipment, landscaping, etc.

b) ORDER OF THE WORKS

The successful Contractor will be required to liaise and negotiate with the Employer and the Principal Agent to determine and agree on a procedure for the works.

For contract details for the works in sections, refer also to **clause 42.2.8 of form C 1.2: Contract Data**.

c) BUILDINGS OCCUPIED

Generally:

Part of the existing site will be occupied by the enclosed temporary school and normal academic activities will continue throughout the contract period and the contractor must allow for these circumstances.

Protection of persons using the premises and protection of the temporary school structure and particularly finishing's must be carried out, and any damage to same is to be made good at the Contractor's expense.

Site enclosure, etc.:

The contract will, throughout the entire contract period be responsible for the proper and adequate protection of all staff, scholars and visitors on the site from injury and damage resulting from the works and for the proper security of the site at all times. Furthermore, the contractor must allow for all necessary temporary hoardings, fans and walkways, overhead protection against falling objects and materials, security fences, etc. required by prevailing bylaws, the SHE Act and/or his own site requirements. Allowance must furthermore be made for periodic adjustment of any such enclosure or protection and for their eventual removal.

General requirements on site:

The Contractor must minimise dust and access problems and any other inconvenience resulting from the works. The Contractor shall be responsible for any damage to the adjacent works and all such damage will be rectified by the contractor at his own expense.

Site establishment:

All site establishment, offices and storage of materials will be strictly limited on site as approved by the principal agent, which areas must be suitably fenced with 1, 8m high mesh fencing covered with shade cloth to the satisfaction of the Principal Agent. Such areas will be agreed with the Principal Agent at the Site Handover Meeting. The Contract shall be responsible for keeping such areas in a clean, sanitary and orderly condition. The entire site establishment and the temporary school shall be removed by the Contractor and the area made good at the completion of the contract.

Specific requirements must be described in **clause 12.1.6 of the Schedule of Variables, Section B, JBCC Preliminaries**.

d) ACCESS

Access to the site will be restricted and must be controlled to the satisfaction of the Contractor and the school authorities and the Contractor must allow for the costs of proper management and control of access to the site throughout the entire contract period including any necessary barrier lighting and traffic control that may be required.

The Contractor shall be responsible for any and all damage to the existing roads, pavings and infrastructure caused by his operations and those of his subcontractors and all such damage will be rectified by the Contractor to the satisfaction of the Principal Agent at the Contractors own expense. The premises will be occupied and the Contractor must allow for liaison with the appointed School Representatives to reasonably accommodate the School's activities.

**C3.2 HEALTH AND SAFETY SPECIFICATION
AND
IDC MANDATORY AGREEMENT
IN TERMS OF SECTION 37(2) OF THE OHAS**

C3.2: HEALTH AND SAFETY SPECIFICATION

Project title:	PROPOSED NEW NKONKWANA JUNIOR SECONDARY SCHOOL, WILLOWVALE
Tender No:	T04/02/14

FOREWORD:

- * Complies with Occupational Health and Safety Act No. 85 of 1993 and Construction Regulations of July, 2003.
- * Use as a management tool in order to comply with OH & S Act
- * Act takes preference over this document
- * Act must be used as the minimum requirement
- * Contact originator of this document if unclear of anything.

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COMPANY:

HEALTH AND SAFETY SPECIFICATION

1. INTRODUCTION AND BACKGROUND

The Construction Regulations No. R1010 of 18th July, 2003, requires the Client to prepare a pre-construction health and safety specification, with all existing risks identified.

PURPOSE OF HEALTH AND SAFETY SPECIFICATION

To assist in achieving compliances with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations of July, 2003, in order to, as far as is practicable, reduce or eliminate incidents or injuries.

The Principal Contractor shall use this specification as a basis for the drafting of his and any Contractor's construction health and safety plans.

The Specification sets out the requirements to be followed by all Contractors so that the health and safety of all persons who may be affected by the construction may receive the same priority as other project facets.

IMPLEMENTATION

The health and safety specification forms an integral part of the contract, and the Principal Contractor is required to use it when drawing up his health and safety plan. He must forward a copy to all Contractors at their bidding stage to enable them to prepare their own health and safety plans.

2. HEALTH AND SAFETY SPECIFICATION.

2.1 SCOPE

This specification covers the requirements for eliminating and mitigating incidents and injuries at (Company/Site/Project). The scope addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture on the project. The specification also provides for the protection of those persons other than employees.

2.2 INTERPRETATION.

Application

This specification is a compliance document drawn up in terms of the Occupational Health and Safety Act No.85 of 1993, and the Construction Regulations of July, 2003, and is therefore binding.

Definitions

The definitions as listed in the Occupational Health and Safety Act and Construction Regulations shall apply.

2.3 MINIMUM ADMINISTRATIVE REQUIREMENTS.

2.3.1 Notification of intention to commence construction work.

The Principal Contractor shall notify the Provincial Director of Labour in writing before construction work commences, a copy of which shall be kept in the health and safety file.

2.3.2 Assignment of Principal Contractor's/Contractor's responsible person to supervise health and safety on site.

The appointments shall be made in writing, a copy of which is to be kept in the health and safety file.

2.3.3 Competence of the responsible person/s.

The criteria as stipulated under the definition of "competent" in the Construction Regulations shall apply.

2.3.4 Compensation for Occupational Injuries and Diseases Act 130 of 1993.

The Principal Contractor shall keep a copy of the letter of good standing with his Compensation Assuror in the health and safety file as proof of registration. Each contractor shall provide a copy of his letter of good standing to the Principal Contractor for the health and safety file.

2.3.5 Occupational health and safety policy.

The Principal Contractor and each Contractor shall submit a health and safety policy signed by its Chief Executive Officer, outlining the Employers objectives and how they will be implemented.

2.3.6 Health and safety organogram.

The Principal Contractor and each Contractor shall prepare an organogram detailing each site management health and safety appointment of the competent person.

2.3.7 Preliminary Hazard Identification and Risk Assessment. (HIRA)

The Principal Contractor shall cause a hazard identification to be performed by a competent person before the commencement of construction work. The assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The assessment must include:

- a) a list of hazards and potential hazards;
- b) a documented risk assessment based on the list of hazards;
- c) a set of safe work procedures (method statements) to eliminate, reduce or control the risks;
- d) a monitoring and review procedure as the risks change.

The Principal Contractor shall ensure that all Contractors inform, instruct and train their workers regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as conditions change. Contractors are to conduct their own toolbox talks weekly, and submit proof of these talks to the Principal Contractor. Contractors are to conduct risk assessments specific to their operations and submit a copy to the Principal Contractor.

2.3.8 Health and safety representatives.

The Principal Contractor and Contractors shall appoint in writing and provide training for health and safety representatives who shall carry out inspections of the workplace, keep records and report all findings to the responsible person, and at health and safety meetings. A representative is required once 20 employees are on site, and one representative for every 50 employees thereafter.

2.3.9 Health and safety committees.

The Principal Contractor shall ensure that committee meetings are held monthly and minutes are kept. The responsible person shall chair the meetings and all representatives are to attend. Contractors shall hold their own meetings, with a copy being forwarded to the Principal Contractor's responsible person.

2.3.10 Health and safety training

- a) Induction. The Principal Contractor shall ensure that all site personnel undergo site-specific health and safety induction training before they start work. A record of attendance shall be kept in the health and safety file.
- b) Awareness. The Principal Contractor shall ensure that on-site toolbox talks take place at least once per week, dealing with risks relevant to the work at hand. Contractors shall provide proof to the Principal Contractor.

2.3.11 General record keeping.

The Principal Contractor shall keep and maintain health and safety records to demonstrate compliance with this Specification, with the OH & S Act, and with the Construction Regulations. He shall ensure that all records of incidents/accidents, emergency procedures, training, inspections, audits, etc, are kept in the health and safety file. He shall ensure that all contractors maintain such a file.

2.3.12 Health and safety audits, monitoring and reporting.

The Client shall conduct monthly health and safety audits of the work place as well as an audit of the administration of health and safety. The Principal Contractor shall conduct similar audits monthly of any contractor, who will in turn audit any sub-contractor.

2.3.13 Emergency procedures.

The Principal Contractor must prepare a detailed emergency procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan, including:

- a) list of key competent personnel;
- b) details of emergency services;
- c) actions to be taken in the event of an emergency;
- d) information on any hazardous material/situation.

Emergency procedures shall include: fire; chemical spill; injury; damage; hazardous substances; bomb threat; major incident/accident.

The Principal Contractor shall advise the Client in writing of any such event, including action taken. A contact list of all service providers (fire dept. ambulance, police, doctor, hospital) shall be available to site personnel.

2.3.14 First aid boxes and first aid equipment.

The Principal Contractor shall appoint a certified first aider in writing. A copy of the certificate shall be placed in the health and safety file. An adequately stocked first aid box must be provided by the Principal Contractor, as well as a first aid station. A contractor with 5 or more employees must provide his own first aid box. Where there are 10 or more employees, a certified first aider must be appointed and be on site at all times.

2.3.15 Accident/incident reporting and investigation.

The Principal Contractor must investigate all injuries and report to the Client.

The P.C. may categorize incidents as follows: incidents; first aid; medical; disabling; fatal. He will detail the procedure to follow for each such event.

2.3.16 Hazards and potentially hazardous situations.

The Principal Contractor shall immediately notify any contractors and the Client in writing of any hazardous or potentially hazardous situation that may arise during the performance of construction activities.

2.3.17 Personal Protective Equipment.

The Principal Contractor shall ensure that all site employees wear the P.P.E. as identified in the risk assessment. He is to ensure that an adequate supply of p.p.e. is available on request as either replacement for lost items or worn out items. A record is to be kept of issues to each employee. Each contractor is responsible for supplying his own staff with p.p.e.

2.3.18 Occupational health and safety signage.

The Principal Contractor must provide adequate on-site signage. Examples are: no unauthorized entry; visitors report to site office; site office; hard hat area; construction vehicles; noise zone; first aid. Signs are to be posted on access routes, entrances, scaffolding, and other risk areas.

2.3.19 Contractors and sub-contractors.

The Principal Contractor shall ensure that all contractors comply with this Specification, the OH & S Act, Construction Regulations and any other relevant legislation that may relate to the activities. A contractor shall ensure compliance of any sub-contractor appointed by him.

2.3.20 Public and site visitor health and safety.

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the general public, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers. Appropriate health and safety notices and signs shall be posted up.

Both the Client and the Principal Contractor have a duty in terms of the OH & S Act to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

The site must be suitably hoarded at all times with a limited number of restricted access points. Adequate notices are to be displayed.

Hoarding is to be inspected daily and gates locked at the end of each work day.

2.3.21 Penalties

Penalties may be imposed on Contractors who do not comply with this health and safety Specification.

2.4 PHYSICAL REQUIREMENTS

2.4.1 Existing structures.

Any existing structure must be deemed safe by means of a structural inspection and report compiled by a competent person and forwarded to the Client and the Principal Contractor.

2.4.2 Edge protection and penetrations.

The Principal Contractor must ensure that all edges and openings are guarded and demarcated at all times until permanent protection is erected. The guards must be constructed of scaffold type tubing, with guardrails, painted yellow, located one meter above floor level.

2.4.3 Stacking of materials.

The Principal Contractor must appoint in writing a stacking supervisor and all materials, formwork and other equipment is stacked and stored safely, on level, firm ground, out of access ways and height complying with regulations.

2.4.4 Hazardous Chemical Substances. (h.c.s)

The Principal Contractor is to appoint a competent person in writing to control the storage, transport and use of any h.c.s. Material safety data sheets (msds) are to be maintained and available on site. First aiders are to be informed of the presence of h.c.s. and how to treat incidents.

2.4.5 Asbestos and asbestos work.

The removal and maintenance of asbestos containing products must be conducted under controlled conditions as specified in the Asbestos Regulations. A set of safe work procedures must be drawn up by the Principal Contractor and submitted to the Client for approval.

2.4.6 Demolition work.

A competent person is to be appointed in writing to supervise and control all demolition work on site.

A method statement on the procedure to be followed in demolishing the structure is to be developed by a competent person prior to the work being carried out.

The Construction Regulations section 12 conditions shall apply.

2.5 PLANT AND MACHINERY

2.5.1 Construction plant.

This includes all types of plant used in the construction process, and must comply with the OH & S Act and the Construction Regulations.

The Principal Contractor shall appoint a competent person in writing to inspect and record the findings of such inspections.

Only authorized competent persons are to operate such machinery. Appropriate p.p.e. and clothing must be provided, used and maintained.

2.5.2 Fire extinguishers and fire fighting equipment.

The Principal Contractor and Contractors shall provide adequate, serviced and maintained fire fighting equipment, located at suitable locations on site. Appropriate notices and signs must be posted up.

2.5.3 Hired plant and machinery.

The Principal Contractor shall ensure that the hired plant and machinery is safe for use and complies with 2.5.1 above.

2.5.4 Scaffolding/working in elevated positions.

The Principal Contractor must submit a risk-specific fall protection plan to the Client for approval before any work commences. All scaffolding must comply with SANS 10085 standards.

Scaffolding must be declared safe for use by a competent person who has been appointed in writing, with the register being updated weekly, after inclement weather, after alterations, after an accident, and before dismantling.

Adequate protection must be provided over a walkway, pavement or public access.

The fall protection plan must include a risk assessment and safe work procedures. All persons working at height must be evaluated for physical and psychological fitness. Training must be provided. All openings and edges must be adequately guarded. Workers must be trained in the use of fall harnesses, which must be kept in a good condition.

All scaffolding must be complete with guard rails and toe boards and be fully boarded.

2.5.5 Roof work.

All roof work must be conducted in accordance with Construction Regulation 8, with a fall protection plan in place.

2.5.6 Formwork and support work.

The Principal Contractor shall appoint a competent person in writing to inspect the formwork and support work immediately before, during and after the placement of concrete and thereafter on a daily basis until the removal thereof.

Notices and signs are to be posted. Walkways, passages and pavements are to be protected from falling objects.

2.5.7 Ladders and ladder work.

The Principal Contractor shall appoint a competent person in writing to inspect all ladders monthly and record such findings in a register. Ladders are to extend one meter above a landing and must be secured at the top and have a secure, non-slip base.

2.5.8 Electrical installations and portable electric tools.

The Client must ensure that the Principal Contractor is aware of the position of all electrical power lines. The P.C. must comply with the electrical installation regulations, electrical machinery regulations and the construction regulations. The P.C. shall carry a copy of the Certificate of Compliance. Temporary electrical installations must be inspected weekly. Portable electrical tools are to be visually inspected daily with a register updated monthly.

2.6 OCCUPATIONAL HEALTH.

2.6.1 Occupational hygiene.

Exposure to occupational health hazards in construction is common and Contractors must ensure that proper health and hygiene measures are in place to prevent exposure to such hazards. Prevent inhalation, ingestion, absorption and noise induced hearing loss.

2.6.2 Welfare facilities.

The Principal Contractor must supply sufficient toilets (1 per 30 workers), changing facilities, hand wash facilities, soap, toilet paper and hand drying material. There must be safe, clean storage areas for workers to store personal belongings and clean, sheltered eating areas.

2.6.3 Alcohol and other drugs.

No alcohol or other drugs will be allowed on site. No one under the influence of alcohol or drugs will be allowed on site. Any person suffering from any illness/condition which may affect his safety on site must report to his supervisor. Disciplinary action is to be taken against anyone found under the influence whilst on site.

3. PRINCIPAL CONTRACTOR COMPLIANCE DATES

<i>Requirement</i>	<i>Submission date</i>
A) Health and safety plan	
B) Notification of intention to Commence construction	Before commencement on site.
C) Assignment of responsible Persons to supervise Construction work.	Before commencement on site.
D) Competence of responsible Persons	Together with H & S Plan
E) Occupational health and safety policy	Together with H&S Plan
F) Health and safety organogram	Together with H&S Plan
G) Initial hazard identification And risk assessment	Together with H&S Plan

4. Assignment of Principal Contractor's responsible persons

<u>Appointment</u>	<u>Reference</u>
A) CEO Assignee	OH&S Act sect. 16(2)
B) Construction work supervisor	CR 6.1
C) Subordinate supervisor	CR6.2
D) Health & safety representatives	OH&S Act sect. 17
E) Incident investigator	GAR 8
F) Risk assessment co-ordinator	CR7
G) Fall protection plan co-ord.	CR8
H) First aiders	GSR 3
I) Scaffold inspector/supervisor	SANS 10085 & CR14
J) Scaffold erector	GSR13D
K) Formwork/support work	CR10
L) Excavation inspector	CR11
M) Ladder inspector	GSR13A
N) Temporary electrical installation	CR22
O) Firefighting equipment inspector	CR27
P) Safety officer	CR6.6
Q) Demolition Supervisor	CR 12(1)

5. GENERAL COMPLIANCE REQUIREMENTS

1. Construction health and safety plan.	Monthly review.
2. Health and safety file.	Open, at meetings.
3. OH&S Act regulations	Monthly review.
4. Induction training.	Every worker
5. Toolbox talks.	Weekly
6. Health & safety reports	Monthly.
7. Emergency procedures	Monthly.
8. Risk assessments	Monthly.
9. Safe work procedures	Before start.
10. General inspections.	Daily, weekly.
11. List of contractors.	Update weekly.
12. Workman's compensation.	Ongoing.
13. Section 37 Mandatory	Ongoing.

6. PRELIMINARY RISK ASSESSMENT

(Available from the MBA upon request)

7. ACKNOWLEDGEMENT OF RECEIPT

I,, representing.....

Principal Contractor/Contractor, have received the Health and Safety Specification in good order and shall ensure that the Principal Contractor/Contractor and its personnel comply with all obligations/requirements/specifications in respect thereof.

This document is legally binding in terms of Regulation 4(1)(a) of the Construction Regulations 2003.

Signature of Principal Contractor/Contractor.

Date:

Signature of Client/Client's Agent.

Date:

**8.*IDC MANDATORY AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OHASA (ATTACHED)**

WRITTEN MANDATORY AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

between

Industrial Development Corporation SOC Limited

(Registration Number: 1940/014201/06)

(hereinafter referred to as the "**Employer**")

and

[Principal Contractor Name]

[Registration Number]

(hereinafter referred to as the "**Principal Contractor**")

1. PREAMBLE

- 1.1. **WHEREAS** the Employer and the Principal Contractor have entered into a Contract in terms whereof the Principal Contractor shall perform the construction and ancillary activities, of whatsoever nature, pertaining to the construction of Nkonkwana Junior Secondary School situated at Willowvale, Eastern Cape Province (hereinafter referred to as "*Work*"), including the use of plant, materials and equipment, at the place where such Work is being conducted, being the portion of land upon which the Nkonkwana Junior Secondary School will be constructed (hereinafter referred to as the "*Site*");
- 1.2. **AND WHEREAS** the Principal Contractor agrees that it shall be the "*employer*" in terms of the Occupational Health and Safety Act, No. 85 of 1993 ("*the OHASA*") relating to such Work and in respect of all the activities and tasks performed relating thereto by its employees, agents, representatives, contractors, sub-contractors and mandataries;
- 1.3. **NOW THEREFORE** the Employer and the Principal Contractor have agreed to conclude a written agreement in terms of section 37(2) of the OHASA, the purpose of which is to record the arrangements and procedures between them to ensure compliance by the Principal Contractor with the provisions of, amongst others, the OHASA.

2. ARRANGEMENTS AND PROCEDURES

2.1. Compliance with legislation and other documentation

- 2.1.1. The Principal Contractor is responsible to ensure compliance with, amongst others, the following:
 - 2.1.1.1. the provisions of the OHASA and the regulations binding in terms thereof; and
 - 2.1.1.2. where applicable standards, procedures, specifications, rules, systems of work and requirements of the Employer (hereinafter referred to as "*the Specifications*"), copies of which may be provided to the Principal Contractor from time to time.
- 2.1.2. The Principal Contractor shall ensure that an updated copy of the OHASA is available at the Site at all times, and that this is accessible to his/her appointed responsible persons and employees.
- 2.1.3. The Principal Contractor is required to familiarise itself with the content of the Specifications.

2.2. Health and Safety Management System

- 2.2.1. The Principal Contractor is responsible to implement a comprehensive Health and Safety Management System for utilisation at the Site in order to complete the Work. Such health and safety management system must comply with the provisions of the OHASA, the regulations binding in terms thereof as well as applicable Specifications.
- 2.2.2. The Health and Safety Management System must include, amongst others, measures to ensure the following:
- 2.2.2.1. the provision and maintenance of a working environment, that is safe and without risk to the health of employees/ persons at the Site, as far as reasonably practicable,
 - 2.2.2.2. the provision and maintenance of systems of work, plant and machinery that, as far as reasonably practicable, are safe and without risk to health;
 - 2.2.2.3. the performance of appropriate risk assessments to implement measures to eliminate hazards, alternatively minimise the likelihood of such hazards occurring, before resorting to personal protective equipment;
 - 2.2.2.4. the provision of information, instruction and training to employees;
 - 2.2.2.5. the provision of supervision;
 - 2.2.2.6. making arrangements for ensuring, as far as reasonably practicable, the safety and absence of risks to health in connection with the production, processing, use, handling, storage or transport of articles or substances; and
 - 2.2.2.7. informing employees about their scope of their authority.

2.3. Responsibility in respect of employees, agents, representatives, contractors, sub-contractors and mandataries

- 2.3.1. The Principal Contractor shall remain responsible to ensure that its employees, agents, representatives, contractors, sub-contractors and mandataries comply with the provisions of the OHASA, the regulations binding in terms thereof as well as the applicable Specifications whilst at the Site and in the performance of the Work.

2.3.2. The Principal Contractor must ensure compliance by its employees, agents, representatives, contractors, sub-contractors and mandataries with its health and safety management system (see clause 2.2 above).

2.3.3. Regarding the appointment of contractors and sub-contractors, the Principal Contractor is responsible to ensure that, amongst others:

2.3.3.1. the contractor and sub-contractor is suitably qualified and experienced to perform the work/ tasks allocated to it;

2.3.3.2. the contractor and sub-contractor prepares and implements a health and safety management plan in respect of the work/ tasks allocated to it in accordance with the provisions of the OHASA, regulations binding in terms thereof as well as the applicable Specifications (see clause 2.2.2 above); and

2.3.3.3. the contractor and sub-contractor appoints and employs suitably trained and qualified individuals.

2.4. **Reporting**

2.4.1. The Principal Contractor and/or his designated person appointed in terms of section 16(2) of the OHASA (see clause 2.5 below) shall report to the Health and Safety Manager and/or Project Manager and/or any other representative designated by the Employer prior to commencing with the Work in terms of the Contract.

2.4.2. Thereafter, meetings will be conducted at intervals established between the parties. At such meeting, issues pertaining to health and safety shall be discussed.

2.5. **Appointments and Training**

2.5.1. The Principal Contractor shall appoint a competent person in terms of section 16(2) of the OHASA. The aforesaid individual must have the appropriate training, experience and competence to address health and safety issues to ensure compliance with the provisions of the OHASA, regulations binding in terms thereof, as well as the applicable Specifications.

2.5.2. The Principal Contractor shall further ensure that its employees, agents, representatives, contractors, sub-contractors and mandataries are appropriately trained, experienced and competent to perform their tasks and activities safely, as far as reasonably practicable and to address health and safety issues in

compliance with the provisions of the OHASA, regulations binding in terms thereof, as well as the applicable Specifications. Such training must include familiarising the individual with the hazards associated with the Work. Without derogating from the foregoing, the Principal Contractor shall ensure that users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment and are the holders of the appropriate certificates relating thereto.

2.5.3. The Principal Contractor shall further ensure that its employees, agents, representatives, contractors, sub-contractors and mandataries attend at and undergo induction training as well as refresher training, as and when determined to be required.

2.6. **Supervision, discipline and reporting**

2.6.1. The Principal Contractor shall ensure that all Work performed on the Site is performed under supervision and that no unsafe or unhealthy work practices are permitted.

2.6.2. It is expected that the Principal Contractor implements a strict disciplinary regime relating to compliance by its employees, agents, representatives, contractors, sub-contractors and mandataries to the provisions of the OHASA, regulations binding in terms thereof, as well as the applicable Specifications.

2.6.3. The Principal Contractor shall further ensure that its employees, agents, representatives, contractors, sub-contractors and mandataries report, all unsafe or unhealthy work situations immediately after such employees become aware of the same to ensure the implementation of the appropriate remedial measures. Such situations must be reported to the Employer and/or his representative, together with a description of the remedial measures implemented.

2.7. **Co-operation**

2.7.1. The Principal Contractor, its employees, agents, representatives, contractors, sub-contractors and mandataries are required to disclose to the Employer any information, documentation and other records relating to health and safety, as and when requested to do so by the Employer.

2.7.2. Without derogating from the generality of the above, the Principal Contractor shall make available to the Employer and its representative(s), on request, all

and any checklists and inspection registers required to be kept by it in respect of any of its materials, machinery or equipment.

2.8. **Compensation registration**

2.8.1. The Principal Contractor shall ensure that it has valid proof of registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (“*COIDA*”), and that all payments owing to the Compensation Commission are discharged.

2.8.2. The Principal Contractor shall ensure that such cover remains in force while any employee of the Principal Contractor is present on the Site of the Employer. The Principal Contractor is responsible to ensure compliance to this requirement by its agents, representatives, contractors, sub-contractors and mandataries.

2.9. **Medical examinations**

The Principal Contractor shall ensure that all his/her employees undergo routine medical examinations, and that they are medically fit for the purposes of the Work they are to perform, and provide the proof of such to the Employer on request.

2.10. **Incident reporting and investigation**

The Principal Contractor shall immediately report to the Employer any occupational injuries, near miss events, property damage, environmental related incidents as well as any potential threat to the health and safety of individuals at the Site, as soon as it becomes aware thereof. Where required, the Principal Contractor shall report and investigate any incident in terms of the provisions of the OHASA and regulations binding in terms thereof.

2.11. **The compilation of a health and safety file in terms of the Construction Regulations**

2.11.1. The Principal Contractor shall ensure that its health and safety file shall include the following:

2.11.1.1. a health and safety plan:

2.11.1.1.1. which takes into account the health and safety specifications for the construction work to be performed; and

- 2.11.1.1.2. which addresses hazards identified and includes safe work procedures to prevent, alternatively control and reduce the hazards identified;
- 2.11.1.1.3. health and safety information and resources which the Principal Contractor and other contractors has available;
- 2.11.1.2. proof of the Principal Contractor and other contractors registration with the Compensation Commissioner;
- 2.11.1.3. proof that, the Principal Contractor and other contractors, levies in terms of COIDA are fully paid up;
- 2.11.1.4. a comprehensive list of the agreements between the Principal Contractor and other contractors on the type of work to be performed;
- 2.11.1.5. proof that the Principal Contractor and other contractors is in possession of a health and safety file;
- 2.11.1.6. proof of the appointment of a Construction Supervisor;
- 2.11.1.7. proof of appointment of a Safety Officer;
- 2.11.1.8. proof of appointment of a Risk Assessor;
- 2.11.1.9. proof that a risk assessment of the construction work to be done in terms of the Contract had been done prior to the commencement of such work, as well as a copy of the risk assessment;
- 2.11.1.10. proof of appointment of a competent person responsible for fall protection, where applicable;
- 2.11.1.11. proof of appointment of a competent person responsible for formwork and support work, where applicable;
- 2.11.1.12. proof of appointment of a competent person responsible for excavation work, where applicable;
- 2.11.1.13. proof of appointment of a competent person responsible for demolition work, where applicable;

- 2.11.1.14. proof of appointment of a competent person responsible for scaffolding, where applicable;
- 2.11.1.15. proof of appointment of a competent person responsible for suspended platforms, where applicable;
- 2.11.1.16. proof of appointment of a competent person responsible for batch plants, where applicable;
- 2.11.1.17. proof of appointment of a person responsible for temporary electrical installations, where applicable;
- 2.11.1.18. proof of appointment of a competent person responsible for stacking and storage, where applicable; and
- 2.11.1.19. proof of appointment of a competent person responsible for inspection of fire equipment, where applicable.

3. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the Work to be performed by the Principal Contractor and/or while any of the Principal Contractor's employees, agents, representatives, contractors, sub-contractors or mandataries are present on the Site of the Employer.

SIGNED at

on

2014

For: Industrial Development Corporation

Signatory:

Capacity:

Authority:

SIGNED at

on

2014

For: [INSERT PRINCIPAL CONTRACTOR NAME]

Signatory:

Capacity:

Authority:

DRAFT

3. CONTRACTORS REPORTS
(Labour and Material only)

CONTRACTOR MONTHLY REPORT

Project No: **Project Name:**

Contract No:

Contractor Name:

Claim No: **For Period Ending:**

Date of Report:

The Contractors Monthly Report comprises an integral part of the Contractors Payment Claim and processing of the payment claim is not permitted without this report also being submitted i.e. “NO REPORT – NO PAYMENT”.

Attachments:

- Part 2 Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project
- Part 3 Weekly Task Wage Register
- Part 4 Local Labour Schedule

OVERALL PROJECT WORKER SCHEDULE (local labourers only) Contract No: PART 2

Project No. Project Name:
 Month of Report: Sheet: of

Names of all **Local Workers** employed at any time on the project are to be entered in the table below irrespective of how long they worked on the project.

No.	Name of Local Labourer	Identity Number	Month Worker Started	Age	Tick if Yes									Place a tick in the box which corresponds to the Gender and Age of the Worker						
					Female Head of Household with Dependants	Disabled	Labourer	Semi-Skilled	Skilled	Supervisor	Clerical	Managerial	Professional	Women		Men				
														Over 25 yrs 2A	25 yrs & under 2B	Over 25 yrs 2C	25 yrs & under 2D			
Totals for this sheet																				Total No. of workers Employed on the Project
Totals from previous sheet																				
Totals carried forward																				

(A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) = (J+K+L)

Completed by: Name: Signature:..... Capacity Date:.....

LOCAL LABOUR AND MATERIAL SCHEDULE

PART 4

Contract No: Date of Report:
 Project No: Project Name:
 Claim No: For Period Ending:
 Contractor Name:

1. Summary of Day Tasks worked and Amount Spent on Local Labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked	Total Amount Paid
		(Total of (A) from Form 4 for each week)	(Total of (B) from Form 4 for each week)
1			R
2			R
3			R
4			R
5			R
6			R
7			R
8			R
9			R
Total			R

Transfer to 2 in table below

2. Summary of Amount Spent on Local Labour to date

1. Previous Amount Spent on Local Labour (From previous claim)	R
2. Amount Spent on Local Labour this month (From Total above)	R
3. Total Amount Spent on Local Labour to date (3) = (1 + 2)	R

3. Local Labour Schedule

Summary of Local Labour Employed	No. of local workers who worked on the project to date (From Part 2)	% of Total
Columns refer to Columns in Part 2		
1. Total No. of individual local workers who have worked on the Project (Column N)		100%
10. How many of the Total No. are local youth (25 yrs and under) (Column B & D)		
11. How many of the Total No. are local women (Column A + B)		

4. Summary of Amount Spent on Material to Date (Cumulative)

Item	This Month	Total to date
1. Material from Local Municipality		
2. Material from Local District Municipality		

PART 7

BILLS OF QUANTITIES AND RELATED DOCUMENTS

(Refer detail Index)

**(NOTE: This fully priced document must be submitted
with and as part of this Volume of the tender submission)**

4. BILLS OF QUANTITIES AND RELATED DOCUMENTS

(Refer detail Index)

**(NOTE: This fully priced document must be submitted
with and as part of this Volume of the tender submission)**