

JOE GQABI DISTRICT MUNICIPALITY



BID NO.: JGDM2023/24-005

CONSTRUCTION OF ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS

NAME OF BIDDER: _____

CIDB CRS NUMBER: _____

TENDERER CSD NUMBER: _____

TENDERER TCS PIN: _____

TENDER AMOUNT: _____

_____ (Including VAT, Escalation and Contingencies)

CLOSING DATE: 11 October 2023

CLOSING TIME: 12H00

PREPARED BY:

JOE GQABI DISTRICT MUNICIPALITY

CNR COLE & GRAHAM STREETS

BARKLY EAST, 9786

TEL: 045 979 3000

Contractor

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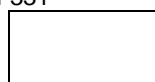
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THE TENDER

PART T1: TENDERING PROCEDURES

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- T2.1List of Returnable Documents
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PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE

Tenders are hereby invited from suitably qualified and experienced Contractors for the Construction of Aliwal North Water Treatment Works Holding Dams. The project will also include development of Pre-Sedimentation Basins.

BID NUMBER	NAME AND DESCRIPTION	COMPULSORY BRIEFING DETAILS	CONTRACT PERIOD& CIDB GRADING	CLOSING DATE
JGDM2023/24-005	Construction of Aliwal North Water Treatment Works Holding Dams. The project will also include development of Pre-Sedimentation Basins.	Date:19 September2023 Time: 11H00 Venue: Aliwal North Water Treatment works	± 14 Months 7CE or higher	11 October2023 12h00

Detailed tender documents will be available from 09 September 2023as follows:

Bid documents will be available from the www.etenders.gov.za and the Joe Gqabi District Municipality website www.jgdm.gov.za. Hard copies of the bid document will be made available from Joe Gqabi District Municipality SCM offices Corner of Cole and Graham Street Barkly East from 11 September 2023 upon payment of a non-refundable fee of five hundred rand (R 500.00) for each document (either in cash, EFT or direct bank deposit to ABSA, 2380000019) Please quote the company name and bid number as reference. Payments must be made at the Cashier's Office, which is situated at the ground floor, Cnr of Graham and Cole Streets, Barkly East between the hours of 08h00 and 15h00 prior to the collection of the bid documents. Proof of purchase must be attached to the original Tender Document.

A compulsory briefing session will be held on 19 September 2023 commencing at 11:00 am in Aliwal North Water Treatment Works, Aliwal Northwhere the Employer's representatives shall take the prospective Tenderers to the site of the works.

Tenders in sealed envelopes endorsed "TENDER NO: JGDM JGDM2023/24-005: CONSTRUCTION OF ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS, andmust be placed in the formal Tender Box situated outside the Main Building – JOE GQABI DISTRICT MUNICIPALITY, Corner of Cole & Graham Streets, Barkly East before closing time of 12H00 on 11 October 2023, when tenders will be opened in public.

EVALUATION CRITERIA

- Bids will be evaluated on the functionality criteria (Procurement ProcedurePP2B) and bid that scores less than 81 out of 100 points will be considered non-responsive. Evaluation Criteria and Weight in order to qualify to be assessed for price and performance.

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- ii) All responses (tenders and quotations) that will not meet the required minimum threshold for local content as stipulated in the specification and or less than will be disqualified.
- iii) The bids will be evaluated on the basis on the Preferential Procurement Policy Framework Act (ActNo.5, 2000), and the regulations pertaining thereto (2022), as well as the Joe Gqabi District Municipality's Supply Chain Management Policy 90/10 preference point system will be used.

T1.1.1 Price and Specific Goals

PRICE 90

SPECIFIC GOALS 10

It must be expressly understood that the Municipality disclaims any responsibility for seeing that Tenders sent by post or delivered in any other way are lodged in the Tender Box. It is accordingly preferable for the Tenderer to personally ensure that the Tender is placed in the Tender Box by the Tenderer's own staff, or where appropriate, a courier appointed by the Tenderer.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- i) NB: No Tenders will be considered from persons in the service of the state.
- ii) The Joe Gqabi District Municipality Supply Chain Management Policy (2023/24) will apply. Copies available on request. JGDM has allocated 30% of their MIG budget for Contractor developmental projects for the exclusive expenditure only to contractors within the JGDM's Contractor Development Programme. (Paragraph 110, pg 137 of JGDM SCMP). The contractor will need to sub-contract, where possible, work in order to achieve this objective.
- iii) The Joe Gqabi District Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid and to award to more than one bidder.
- iv) The standard tender conditions will apply.
- v) Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically will not be accepted.
- vi) All pages must be signed where necessary.
- vii) Additional annexure(s) is/are accepted only if cross referencing has been done and the page signed.
- viii) Bids submitted are to hold good for a period of 120 days after the closing date.
- ix) Bid documents must remain intact.
- x) Use of Tippex will render the bid non- responsive.
- xi) Bidders must be registered on National Treasury's Central Supplier Database (CSD).
- xii) Maximum points of 10 points will be awarded to tender for specific goals for the Tenderer. Points scored on specific goals will be added to the points scored for price.
- xiii) SARS pin and Tax Reference Number to be declared in the bid (cover page of the bid document). In the case of a Trust, Joint Venture, or Consortium each party to a Trust/Joint Venture/Consortium should submit a separate Tax Clearance Certificate.

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- xiv) The municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors, to the municipality or municipal entity, to any other municipality, or its entity, must not be in arrears for more than three months. Proof must be submitted in the form of a recent municipal account or letter of good standing.
- xv) Declaration pages must be fully completed and signed.
- xvi) Joint Ventures/consortiums must provide signed copies of such agreements and all other returnable documents for each partner to the Joint Venture.
- xvii) Latest 3 consecutive years Audited Financial Statements for bidders that are registered as companies that are required by law to have audited financial statements must be submitted, for any other bidders latest 3 consecutive years Un-Audited financial statements must be submitted.
- xviii) Certificate of good standing for workmen's compensation to be submitted with the tender.
- xix) Penalties will be applied both in respect of late completion of the Works and failure to meet the required targets.
- xx) Canvassing of Councillors or municipal officials shall disqualify a Tender.
- xxi) Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive.

The Council reserves the right to extend the Tender Period and/or alter Conditions of Tender during the Tender Period at its own discretion.

Technical enquiries should be directed to Mr. Lumanyano Wana (PMU Manager) by e-mail to lumanyano@jgdm.gov.za during normal office hours. (Between 08H00 to 16H00, Monday to Friday)

SCM-related enquiries should be directed to Ms. N Mlotywa (SCM Manager) at Joe Gqabi District Municipality by email to: procurement@jgdm.gov.za during normal office hours. (Between 08H00 to 16H00, Monday to Friday)

Issued by:


Mr. MP Nonjola
Municipal Manager
Joe Gqabi District Municipality

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T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 8 August 2019 (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Clause Number	Tender Data
C.1.1.1	The Employer is Joe Gqabi District Municipality
C.1.2	<p>The Tender document issued by the Employer is comprised of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and Invitation to bid.</p> <p>T1.2 - -Tender data</p> <p>Part T2: Returnable Documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - -Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 - Form of Offer and acceptance</p> <p>C1.2 - Contract data</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Assumptions/Instructions</p> <p>C2.2 - Pricing Schedule</p> <p>Part C3: Scope of work</p> <p>C3.1 : Standard Specifications</p> <p>C3.2 : Project Specifications</p> <p>C3.3 : Particular Specifications</p> <p>Part C4: Site information</p> <p>C4.1 : Locality Plan</p> <p>ANNEXURES:</p> <p>A - Occupational health and safety act no. 85 of 1993</p> <p>B - Environmental management plan</p> <p>C - Drawings</p>
C 1.4	The Employer's Agents is:

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Clause Number	Tender Data
	Name : Sikunye Consulting, Mr. L Ketye Address : 93 Western Avenue, Vincent 5217 Telephone : +27 (0)43 726 4389 Fax : +27 (0)43 726 4391 E-Mail : lungelo@sikunyeconsulting.co.za
C 1.4	The language of communication is English
C.1.6.2	Competitive negotiation shall not apply.
C.1.6.2.2	Not applicable
C.1.6.3.	A two stage-system will not be used.
C.2.1	Eligibility
C.2.1.1	<p>Only those Tenderers who satisfy the following eligibility criteria and who provide the required evidence in their submissions are eligible to have their submissions evaluated:</p> <p>Experience in Civil Engineering Projects related to water retaining structures and Bulk water Infrastructure.</p> <p>A Tenderer will not be eligible to submit a tender if:</p> <ul style="list-style-type: none"> (a) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (b) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. (c) The Tenderer fails to attend the compulsory site inspection; (d) The Tenderer fails to have "Form A18 Certificate of Attendance at Site Meeting" in Part T2 - Returnable Documents signed by the Employer, or his representative. (e) The minimum number of evaluation points for Quality is [81]. Only those tenderers who achieve the minimum number of Quality evaluation points (or greater) will be eligible to have their tenders further evaluated. <p>Only those Tenderers who are registered with the Construction Industry Development Board or are capable of being so registered within 21 working days from the closing date for submission, in a contractor grading designation of 7 CE or higher, are eligible to have their submissions evaluated.</p> <p>Joint ventures are eligible to have their submissions evaluated provided that:</p> <ul style="list-style-type: none"> i) every member of the joint venture is registered with the CIDB not later than 21 working days from the closing date for submissions; ii) the lead partner has a contractor grading designation in the 7 CE or higher of construction work; and iii) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading.
C.2.13.4	<p>The Tenderer is required to submit with his tender the following:</p> <ul style="list-style-type: none"> i) A Tax compliance PIN issued by SARS for the Municipality or the Agent to verify the Tenderer's Tax matters ii) Company Registration Certificate iii) An original current account in terms of water & electricity or rates & taxes obtainable from any Local Municipality or a Municipal Accounts clearance or Lease Agreement which states clearly who is responsible for rates between the Landlord and tenant. iv) Preferential points companies will have to claim for specific goals. v) Confirmation of financial standing (bank rating) from the Tenderer's financial institution. vi) ORIGINAL CERTIFIED copies of identity Documents (IDs) of all shareholders /owner

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Clause Number	Tender Data
	<p>(s) / partners of the bidding companies must be submitted with the bid document.</p> <p>vii) Workman's Compensation Certificate</p> <p>viii) Joint venture agreements where applicable.</p> <p>ix) ORIGINAL CERTIFIED copies of qualifications and professional registrations with statutory bodies.</p> <p>x) CIDB Certificate</p>
C.2.13.6	A two-envelope system will not be used.
C.2.13.9	Electronic, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.15	The address and closing time for opening of tender offers is as stated in Section T1.1 Tender Notice and Invitation to Tender
C.2.15.1	<p>The Employer's details and address for delivery of tender documents and identification details that are to be shown on each tender package are:</p> <p>Location of tender box:</p> <p style="text-align: center;">JOE GQABI DISTRICT MUNICIPALITY OFFICES (MAIN BUILDING) CNR. OF COLE AND GRAHAM STREETS, BARKLY EAST, 9786</p> <p>Identification details:</p> <p style="text-align: center;">JGDM2023/24-005: ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS</p>
C.2.16.1	<p>The tender offer validity period is 120 days.</p> <p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
C.2.16.3	The base Consumer Price Index (CPI) will be the month in which the tender closes. (Tender closing month)
C.2.20	<p>Submit securities, bonds and policies:</p> <p>The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.2.2.2 of this procurement document</p>
C.3.1	The Employer will respond to requests for clarification received up to 5 working days before the tender closing time.
C.3.2	The employer shall issue addenda until 3 working days before the tender closing time
C.3.4	Tenders will be opened immediately after the closing time receipt of tenders as stated in the Tender Notice and Invitation to Tender.
C.3.11.1	The procedure for evaluation of responsive tenders is Procurement Procedure PPE2B (where Tenderer is evaluated on balance between the functionality, price and preference)
C.3.11.2	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <p>The Main Contractor (MC) will be evaluated on functionality, the maximum points to be scored is 100 points and minimum 81 points: Should the MC score less than 81 points, it will be considered non- responsive and will not proceed to further evaluation. The MC will be evaluated for functionality on the following criteria and weight:</p> <p>NB.: Tenderers will be required to score minimum points on each criterion in order to proceed</p>



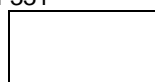
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Clause Number	Tender Data			
	to further evaluation			
	TECHNICAL / FUNCTIONALITY POINTS (100)			
	1. Company Experience: (Experience track record) on previous contracts of a similar nature, scope, or complexity (over the last ten years):			
	Pre-qualification Description	Deliverables	Points	
			Max	Min
	Tenderers must provide details of their previous relevant experience in projects of similar nature as detailed under scope of works. The experience of Tenderers will be evaluated as detailed under deliverables	Construction Services Experience =>5 Similar projects completed in past 10 years – 35pts 3 - 4 Similar projects competed in past 10 years – 25pts 1 - 2 Similar project completed in past 10 years – 15pts 0 Similar project completed in past 10 years – 0pts NB: Points can only be claimed upon submission of Appointment Letters together with completion certificates in order to claim full points Please file your POE appropriately for ease of Evaluation	35	25
	2. Expertise of Key Personnel (Points will be scored on the following basis)			
	Pre-qualification Description	Deliverables	Points	
			Max	Min
	Tenderers must provide details of their Key Personnel CVs with experience in projects of similar nature as detailed under scope of works. The key personnel will be evaluated as detailed under deliverables	1 x Contracts Manager (20 points) <ul style="list-style-type: none">National Diploma or NQF level 6 in built environment (10 pts)At Least 10 years' experience after graduation (10 pts) 1 x Site Agents (15 points) <ul style="list-style-type: none">National Diploma or NQF level 6 in built environment (5 pts)Labour Intensive Construction (LIC) NQF Level 5 (5 pts)At least 5 years' experience in construction industry (5 pts) NB: Points can only be claimed upon submission of key personnel CVs. Certified qualifications and registrations MUST be attached. The experience of the Key Personnel must be stated clearly in the CV. Please file your POE appropriately for ease of Evaluation	35	35

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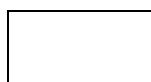
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Clause Number	Tender Data			
	3. Methodology: Construction Services: Methodology of how construction will be undertaken by the Main Contractor. Methodology should also detail how the local SMMEs will be involved during construction.			
	Pre-qualification Description	Deliverables		Points
				Max Min
	Methodology will be evaluated as detailed under deliverables			20 15
		Scoring	Points	Comments
		Comprehensive	20	Methodology address is exceptional and main scope tasks are approached in an innovative and efficient way. (Gaunt chart with planned machinery and personnel)
		Good	15	Methodology is specifically tailored to address the specific project objectives and methods of work.
		Fair	10	Methodology is generic and not tailored to address the specific project objectives. Does not adequately deal with the critical characteristics of the project
		Poor	0	Methodology is poor / unlikely to satisfy project objectives. Bidder may have misunderstood certain aspects of the scope of works.
	4. Financial Viability: Confirmation of financial standing (bank rating) from the Tenderer's financial institution.			
	Pre-qualification Description	Deliverables		Points
				Max Min
	Financial Viability			10 6
	Attach Company banking rating letter	Grading	Points	
		A	10	
		B	8	
		C	6	
		D	4	
		E	0	
	Total Score for quality			100 81



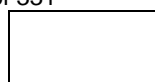
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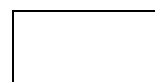
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Witness 2

Clause Number	Tender Data
C.3.13	<p>All respondents who submit responsive submissions and:</p> <ul style="list-style-type: none"> a) are registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity. b) submit an original valid Tax Clearance Certificate issued by the South African Revenue Services or have made arrangements to meet outstanding tax obligations or are in good standing with SARS according to the Central Supplier Database; c) are registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) do not have any of their directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) have not abused the Employer's Supply Chain Management System or have failed to perform on any previous contract and have been given a written notice to this effect; f) have completed the Compulsory Declaration and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interests of the Employer or potentially compromise the tender process and are free of persons in the state who are not permitted to submit tenders or to participate in the contract; g) are registered and in good standing with the compensation fund or with a licensed compensation insurer. h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. i) the recommended bidder whether its municipal rates and taxes and municipal service charges are not in arrears. Municipal utility account invoice must be in line with the address on the CSD (not older that three months). If the company is operating on leased premises, both the lease agreement and the Municipal Utility account invoice must be attached, the same address as in the lease agreement. j) In the opinion of the Employer can as necessarily demonstrate that they possess the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel to perform the contract; will be invited to submit tender offers. <p>Lack of compliance with the above listed terms will lead to immediate disqualification.</p>
C.3.17	The number of paper copies of the signed contract to be provided by the employer is ONE



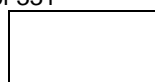
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Clause Number	Tender Data
Additional Conditions of Tender	
C.3.18	<p>Tenderers will be considered non-responsive if, inter alia,;</p> <ol style="list-style-type: none"> 1) The Tenderer does not comply with the required criteria as specified in 4.1 above; 2) The Tenderer failed to submit one Offer per tendering entity; 3) The Tenderer failed to submit additional information by the due date; 4) The Tenderer failed to complete or sign the Form of Offer bound into this tender document; 5) The tender is not completed in non-erasable ink; 6) The tender contained material qualifications or deviations that affected the scope, quality, or performance of the works, significantly changed the parties' risk and responsibilities affected the competitive position of other Tenderers if they were to be rectified
	<ol style="list-style-type: none"> 1) Tenderers will be evaluated according to Joe Gqabi District Municipality's SCM Policy 2) The lowest, the highest or any tender will not necessarily be accepted, and the Council reserves the right to accept any tender wholly or partially or to withdraw the tender 3) All copies of certificates submitted with the tender must be certified originals by the commissioner of Oaths. 4) Tenders which are late, incomplete, unsigned, completed in pencil, submitted by facsimile or electronically, will not be accepted; 5) Tenderers with any municipal account outstanding for more than 30 days will be rejected.
	Joe Gqabi District Municipality intends to appoint a Civil Engineering Contractor for the Construction of Aliwal North Water Treatment Works Holding Dams.

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As published in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works contracts, Board Notice 426 of 2019, Government Gazette No. 42622 of 8 August 2019.

ANNEX C STANDARD CONDITIONS OF TENDER

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, 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. Tenderers 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 at the start of any deliberations relating to 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.

Note 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 a 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.



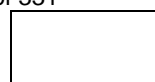
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C.1.3 Interpretation

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 readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

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

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

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C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

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

C.1.6 Procurement procedures

C.1.6.1 GENERAL

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the Tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 COMPETITIVE NEGOTIATION PROCEDURE

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, Tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the Tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of Tenderers shall not apply.

C.1.6.2.2 All responsive Tenderers or at least a minimum of not less than three responsive Tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, Tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after Tenderers have been requested to submit their best and final offer.

C.1.6.3 PROPOSAL PROCEDURE USING THE TWO STAGE-SYSTEM

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each

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responsive submission in terms of the procurement process method of evaluation stated in the tender data, and in the second stage negotiate a contract with the Tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive Tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 TENDERER'S OBLIGATIONS

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the Tenderer satisfies the criteria stated in the tender data and the Tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the Tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, **General Conditions of Contract for Construction works (Third Edition (2015)) [GCC(2015)]** and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the GCC(2015) identified in the contract data. The Tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except value added tax (vat), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable fourteen (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 GCC(2015) identified in the contract data.

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C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. TheGCC(2015) identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

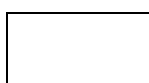
C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

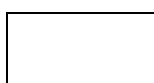
C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

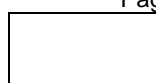
C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories' for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.



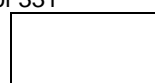
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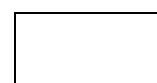
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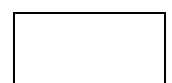
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C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

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C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tender that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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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 GCC(2015) 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 twenty-eight (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 requests from the Tenderer

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

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a Tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its Specific Goals and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on Specific Goals. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

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C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were tuberectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

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

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered 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 itemtotal 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

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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.

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C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following 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.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 GENERAL

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the

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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 certificates of insurance which the GCC(2015) identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the 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 the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

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C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

C3.19 Alpha-numeric associated with the Contractor Grading Designations

Table C(i): Contractor grading designations and associated parameters (2021)

Contractor Grading Designation	Tender Value Range designation	Maximum Value of Contract that a Contractor is considered capable of performing (R)
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No limit

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T1.2.2 ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

T1.2.2.1	Compliance with Occupational Health and Safety Act
T1.2.2.2	Eligibility with Respect to Expanded Public Works Programme
T1.2.2.3	Claims Arising after Submission of Tender
T1.2.2.4	Add the following new clause: Requests for contract documents, or parts thereof, in electronic format
T1.2.2.5	Imbalance in Tendered Rates
T1.2.2.6	Community Liaison Officer
T1.2.2.7	Labour Intensive Construction/Use of Local Labour
T1.2.2.8	Invalid Tenders
T1.2.2.9	Price Variations
T1.2.2.10	Negotiations with Preferred Tenderers
T1.2.2.11	Combating Abuse of the Supply Chain Management Policy
T1.2.2.12	UIF Payments
T1.2.2.13	Registration with Bargaining Council

T1.2.2.1 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT

The Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 as amended and the Construction Regulations 2014, issued in terms of Section 43 of the Act. The Tenderers shall be deemed to have read and fully understood the requirements of the above Act and Regulations; and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit a detailed Health and Safety Plan in respect of the Works, in order to demonstrate the necessary competencies and resources to perform the construction work, all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's Induction Training Programme for employees, Sub-Contractors and visitors to the site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 4) Regular monitoring procedures to be performed.
- 5) Regular liaison, consultation and review meetings with all parties.
- 6) Site security, welfare facilities and first aid.
- 7) Site rules, as well as fire and emergency procedures.

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The Tenderers are to note that the Contractor is required to ensure that all Sub-Contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times, and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in the Contract Document); and a letter of good standing from the Compensation Commissioner (or a licensed compensation insurer), within 14 days after the Commencement Date of the contract.

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP Cooperate Identity Manual. Typical elements which shall be branded include:

(a) Compulsory PPE issued to all EPWP workers for use during general work activities:

- Protective overalls (two sets), orange in colour, with EPWP branding;
- Lime green reflective safety vest with EPWP branding;
- Protective footwear; and
- Protective gloves.

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Cooperate Identity Manual. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with Cooperate Identity Manual

THE TENDERED RATE SHALL INCLUDE FULL COMPENSATION FOR BRANDING THE PPE AS DETERMINED IN THE RISK ASSESSMENTS AND AS REQUIRED FOR FULL DURATION OF THE CONTRACT.

T1.2.2.2 ELIGIBILITY WITH RESPECT TO EXPANDED PUBLIC WORKS PROGRAMME

Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.

Tender Qualification: Labour Intensive Contracts

To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:

Contractor

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- a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under E.P.W.P (or other similar project) and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5.
- b) Liquid assets/or credit facilities covering the expected expenditures for two full work months
- c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment
- d) The contractor will carry out the works using labour-based work methods as described in the Special Conditions of Contract

The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of **1:100** for effective supervision of Labour-intensive works for all LI activities.

T1.2.2.3 CLAIMS ARISING AFTER SUBMISSION OF TENDER

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings, or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer / Employer's Agent after the submission of any tender.

The Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings, read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data; and thoroughly acquainted himself with the nature of the Works proposed; and generally, of all matters which may influence the Contract.
- 3) visited the site of the proposed Works; carefully examined existing conditions, the means of access to the site, assessed the conditions under which the Work is to be done; acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site; and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or the Employer's Agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages; and if any are found to be missing or duplicated; or the figures or writing indistinct; or if the

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Pricing Data contain any obvious errors; the Tenderer must apply to the Employer / Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer / Employer's Agent in respect of errors in any tender due to the foregoing.

T1.2.2.4 ADD THE FOLLOWING NEW CLAUSE:

Requests for contract documents in electronic format

An electronic version of the issued tender documents will be available to the Tenderer, via e-tender portal and the Municipalities website (<https://www.jdgm.gov.za>). Documents must be printed by the tenderer subject to the following:

- (a) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Tenderers are compelled to print the electronic retrieved tender document, and then complete it in permanent black ink.
- (b) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (c) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in C.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such Tenderer allowed in law, including in circumstances where the tender had already been awarded, the right to cancel the contract.
- (d) Pages must be printed on coloured paper according to the following:

Colour coding component documents

The Standard for Uniformity in Construction Procurement has no requirement for colour coding component documents. Any colour identification of component documents must be undertaken in accordance with the provisions of SANS 10403.

SANS 10403 suggests that for ease of identification of the various sections, each section may be printed on different coloured paper or be separated with coloured paper. Where this is done, the colours for each subcomponent should be as indicated below.

Colour of pages	Document	
	Number	Heading
White	T1.1	Tender Notice and Invitation to Tender
Pink	T1.2	Tender Data
Yellow	T2.1	List of Returnable Documents
Yellow	T2.2	Returnable Schedules
Yellow	C1.1	Form of Offer and Acceptance
Yellow	C1.2	Contract Data
White	C1.3	Forms of Securities
White	C1.4	Forms for Adjudicators Appointment
Yellow	C2.1	Pricing Instructions
Yellow	C2.2	Activity Schedule / Bill of Quantities
Blue	C3	Scope of Work
Green	C4	Site Information

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ve conditions.

T1.2.2.5 IMBALANCE IN TENDERED RATES

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable, because they are either excessively low or high or not in proper balance with other rates or lump sums; the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, may request the Tenderer to amend these rates and lump sums along the lines indicated.

The Tenderer will then have the option to alter and / or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer. These amendments shall be done without altering the Contract Price.

Should the Tenderer fail to amend the tender in a manner acceptable to the Employer, the Employer may reject the tender.

T1.2.2.6 COMMUNITY LIAISON OFFICER

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

T1.2.2.7 LABOUR INTENSIVE CONSTRUCTION / USE OF LOCAL LABOUR

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the temporary employment, for any period of time, of one such unskilled or semi skilled labourer from the local community.

The Tenderer shall note the requirements for Job Creation Reporting for E.P.W.P as set out in the Requirements of the Expanded Public Works Programme (E.P.W.P) of the project specifications.

The number of jobs to be created using such local labour is inclusive of the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors.

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Contractor

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Employer

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Witness 1

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The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

- 60% Women;
- 55% Youth; and
- 2% Disabled.

The minimum required content of such local labour for this project shall be calculated as follows:

$$\text{Minimum required content of such local labour (\%)} = \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{(\text{total value of the project (excluding VAT)})}$$

For purposes of completing the table below containing the Tenderer's planning with respect to participation in job creation using local labour, the total value of the project shall be the amount of the Tender Offer.

The Tenderer shall complete the table below reflecting the anticipated local labour force to be employed on this contract, including such local labour employed by subcontractors.

Local labour comprising unskilled or semi-skilled labourers recruited from the local community	Anticipated number of jobs to be created	Total number of person-days anticipated	Wage rate per person-day (excluding VAT) (Rand)	Total wage cost (excluding VAT) (Rand)
Contractor's local labour content				
Subcontractors' local labour content				
Total anticipated wage cost of local labour content (excluding VAT)				R
Tender Offer (excluding VAT)				R
Hence anticipated local labour content expressed as a percentage of the Tender Offer (excluding VAT)				%

A penalty shall be applied to any shortfall in the local labour content achieved, as set out in the Requirements of the Expanded Public Works Programme (E.P.W.P) of the project specifications. The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled), only to shortfalls in the total local labour content achieved.

Contractor

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T1.2.2.8 SCOPE OF SUBCONTRACT WORKS

The Joe Gqabi District Municipality is committed in ensuring the development of Small, Medium and Micro Enterprises (SMME's) within the district. Contractor is encouraged to provide work packages for SMME's.

T1.2.2.9 INVALID TENDERS

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- (a) if the tender offer is not submitted on the Form of Offer and Acceptance, bound into this tender document in C1.1 FORM OF OFFER AND ACCEPTANCE;
- (b) if the tender is not completed in non-erasable ink;
- (c) if the offer has not been signed;
- (d) if the offer is signed, but the name of the Tenderer is not stated or is indecipherable.

T1.2.2.10 PRICE VARIATIONS

Applicable.

T1.2.2.11 NEGOTIATIONS WITH PREFERRED TENDERERS

The Employer may negotiate the final terms of a contract with Tenderers identified through a competitive tendering process, as preferred Tenderers, provided that such negotiation:

- (a) does not allow any preferred Tenderer a second or unfair opportunity;
- (b) is not to the detriment of any other Tenderer ; and
- (c) shall not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

T1.2.2.12 COMBATING ABUSE OF THE SUPPLY CHAIN MANAGEMENT POLICY

The accounting officer must:

- (a) Take all reasonable steps to prevent abuse of the supply chain management system.
- (b) Investigate any allegations against an official or other role player of fraud, corruption, favouritism, unfair or irregular practices or failure to comply with this Policy, and when justified:
 - i) Take appropriate steps against such official or other role player; or
 - ii) Report any alleged criminal conduct to the South African Police Service.
- (c) Check the National Treasury's database prior to awarding any contract to ensure that no recommended Tenderer, or any of its directors, is listed as a person prohibited from doing business with the public sector.
- (d) Reject any tender from a Tenderer:
 - i) If any municipal rates and taxes or municipality service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality entity, are in arrears for more than three months; or

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

- ii) Who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state, after written notice was given to that Tenderer that performance was unsatisfactory.
- (e) Reject a recommendation for the award of a contract if the recommended Tenderer, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract.
- (f) Cancel a contract awarded to a person if:
 - i) The person committed any corrupt or fraudulent act during the Tendering process or the execution of the contract; or
 - ii) An official or other role player committed any corrupt or fraudulent act during the Tendering process or the execution of the contract that benefited that person.
- (g) Reject the tender of any Tenderer if that Tenderer or any of its directors,
 - i) Has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;
 - ii) Has been convicted for fraud or corruption during the past five years;
 - iii) Has wilfully neglected, reneged on or failed to comply with any government, municipality or other public sector contract during the past five years; or
 - iv) Has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (no 12 of 2004).
 - v) The accounting officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of subparagraphs 37(1)(b)(ii), (e) or (f) of this policy.

T1.2.2.13 UIF PAYMENTS

The Tenderer shall submit to the Employer a letter from the Department of Labour indicating his/her good standing with regard to UIF payments, upon being requested to do so.

T1.2.2.14 REGISTRATION WITH BARGAINING COUNCIL

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

T.2.2.15 WORKMEN'S COMPENSATION ACT(COIDA)

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993, as amended. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. These amounts shall not be included in the wage rates and shall be payments allowed for by the contractor in addition to the wages paid to labour. The manner in which compensation in terms of this Act shall be handled shall be resolved by the Contractor at the commencement of the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete and return the documents listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION
	Returnable documents required for tender evaluation purposes
Schedule A	Documents incorporated in this tender document that must be completed and signed by all Tenderer's
A1	Authority To Sign Documents
A2	Letter Of Good Standing With Workmen's Compensation Commissioner
A3	Certified Copy of Certificate of Incorporation
A4	Certificate Of Authority For Joint Ventures (only if Tenderer is a JV)
A5	Schedule Of Work Experience Of Tenderer
A6	Current and Recent projects undertaken for JGDM
A7	Schedule Of Construction Plant
A8	Schedule Of Estimated Monthly Expenditure
A9	Schedule Of Subcontractors
A10	Compulsory Enterprise Questionnaire
A11	Adjudication Of Tenders On Points Basis
A12	Record Of Addenda To Tender Documents
A13	Proposed Key Personal
A14	Financial Ability To Execute The Project
A15	Joint Venture Disclosure Form (only if Tenderer is a JV)
A16	Details Of Alternative Tenders Submitted
A17	Declaration Of Validity Of Information Provided
A18	Certificate of Attendance at Site Meeting
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender
B1	CIDB Contractor Registration Certificate
B2	Tax Clearance Certificate
B3	Financial Statements and Original bank statement reflecting three (3) months prior to closing date of tender for Contracts over R10 Million
B4	MUNICIPAL LEVY CLEARANCE CERTIFICATE, Needed only after tender is awarded
	<ul style="list-style-type: none"> • Bank Rating Certificate from a Registered Financial Institution • Proof of affiliation with SAFCEC • If project team consist out of more members than whom CV's are requested

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NB: TENDERER MUST COMPLETE THESE DOCUMENTS / DATA SHEETS
 / FORMS IN BLACK INK
A1: AUTHORITY TO SIGN DOCUMENTS

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

by virtue of the Articles of Association / Resolution of the Board of Directors*, of which a certified copy is attached, or

*Delete whichever is inapplicable

1.		NAME		SIGNATURE		DATE
2.		NAME		SIGNATURE		DATE

WITNESSES:

1.		NAME		SIGNATURE		DATE
2.		NAME		SIGNATURE		DATE

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**A2: LETTER OF GOOD STANDING WITH WORKMEN'S
COMPENSATION COMMISSIONER**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A3: CERTIFIED COPY OF CERTIFICATE OF INCORPORATION

(if Tenderer is a company)

OR Certified copy of founding statement (if Tenderer is a closed corporation)

OR Certified copy of partnership agreement (if Tenderer is a partnership)

OR Certified copy of identity document (if Tenderer is a one-man concern)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A4: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a Joint Venture.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr./Ms., authorised signatory of the company, close corporation or partnership acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

Note: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A5: SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderer shall insert in the Schedule hereunder details of work successfully carried out by them, of a similar nature to that for which their tender is submitted. Completion certificates from Clients to be included. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work. Value of work to be given to the nearest R 0.5 million.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work (M) of R	Date Completed
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CURRENT CONTRACTS				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work R(M)	Anticipated Completion Date
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER :

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A6. CURRENT AND RECENT PROJECTS UNDERTAKEN FOR JGDM

Tenderer must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past 5 years. The information shall include a description of the Works, the Contract value, the Contract start date and completion date.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR JGDM			R

DATE: SIGNATURE OF TENDERER



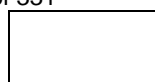
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

[illegible]

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

A8: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the GCC(2015), which he / she estimates will arise based on his / her preliminary programme and tendered rates, in the table below. The Tenderer will correlate this with his selected construction duration on the "Form of Offer and Acceptance". *The total of the monthly amounts shall be equal to the tender sum.*

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
15	R
16	R
17	R
18	R
19	R
20	R
SUBTOTAL	R
ADD CONTINGENCIES (10.00% per year)	R
SUBTOTAL	R
ADD ESCALATION (7.00% per year)	R
SUBTOTAL	R
VAT (15 %)	R
TOTAL (INCLUDING VAT @ 15 %)	R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

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Witness 2

Employer

Witness 1

Witness 2

A9: SCHEDULE OF SUBCONTRACTORS

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

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact Person. /Phone/Fax/Details of Organization/Firm/ Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Employer's Agent.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A10: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise

Address of enterprise

Section 2: VAT registration number, if any

Section 3: CIDB registration number, if any

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a "X", if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation participating in this tender is currently or has within the last 12 months, been in the service of any of the following:

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

Contractor

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Witness 2

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state
 Indicate by marking the relevant boxes with a "X", if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has, within the last 12 months, been in the service of any of the following:

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

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

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

Contractor

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Witness 2

Employer

Witness 1

Witness 2

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED:

ENTERPRISE NAME

DATE

NAME

POSITION

SIGNATURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A11: ADJUDICATION OF TENDERS ON POINTS BASIS

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the tender adjudication process. Failure to provide the information could prejudice a tender.

Responsive tenders will be adjudicated on the following basis (see Amended CIDB Conditions of Tender):

Responsive tenders will be evaluated in terms of the Supply Chain Management policy of the JOE GQABI DISTRICT MUNICIPALITY. The Tender Committees, Tender Evaluation Committee, Tender Adjudication and Accounting Officer will work on the evaluation of the tender. The lowest tender will not necessarily be accepted; and the right to accept the whole or part of any tender; or not to consider any tender not suitably endorsed, is fully reserved by the JOE GQABI DISTRICT MUNICIPALITY.

The tender shall be scored on a 80/20 point system where 80 points will be for the price and 20 points is in terms of specific goals as determined in the tender documentation.

The tender obtaining the highest amount of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to two decimal places.

In the event of equal points scored, the tender will be awarded to the Tenderer scoring the highest points for B-Status.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS GENERAL CONDITIONS

The following preference point systems are applicable to all tenders:

- the 80/20 system for requirements with a Rand value of up to R50 000 000; and
- the 90/10 system for requirements with a Rand value above R50 000 000.

The value of this tender is estimated to be below R50 000 000 and therefore the 80/20 system shall be applicable.

Preference points for this tender shall be awarded for specific goals.

THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:

	BREAKDOWN	WEIGHT
1.	Price	80
2.	Specific goals	20
	Total	100

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Witness 2

Employer

Witness 1

Witness 2

The points awarded for Preference are based on specific goals of contributor is as follows:

Specific Goals	Number of points	Points Claimed	Evidence required
1. Historically Disadvantage Individual			
1.1 51% Black owned	4		Attached certified copies of the director/s, Central supplier database form and company registration documents.
1.2 51% Woman owned	2		
1.3 51 % Youth owned	2		
1.4 51 % Own by people with disability	2		
2. Locality			
2.1 Within the boundaries of the Joe Gqabi District Municipality	6		Attached proof of companies office address (Municipal account not older than 90 days or lease agreement or affidavit to proof address if you are in a village)
2.2 Within the boundaries of the Eastern Cape	4		
2.3 Outside Eastern Cape	0		
TOTAL	20		

Failure on the part of a Tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

The Employer 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 Employer.

SIGNED BY/ON BEHALF OF TENDERER :

NAME

SIGNATURE

DATE

WITNESS 1:

NAME

SIGNATURE

DATE

WITNESS 2:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A12: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title of Details

Signature

Date

Position

Name of bidder

A13: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted.

Please list the personnel that you intend to appoint on this contract.

DESCRIPTION	Name of Full time member	Staff to be appointed on this contract	
		No of Full Time employment	No of Part Time employment
Site Agent			
Contract Manager			
Senior Foreman			
Construction Manager			
Quality Control Officer			
Safety Officer			
Clerk			
Foreman			
Material Technician			
Surveyor			
Operators			
Supervisor			
Labourers			
Other			
1.			
2.			
3.			

Provide two paged Curriculum Vitae (CV) of each Proposed Key Personnel to be used in this project. Each CV should give at least the following:

- Position in the firm and within the organization of this assignment;
- Proof of Educational qualifications;
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest;
- Language proficiency; and
- References (company name, individual name, position held, contact details).

ATTACH THE FOLLOWING DOCUMENTS HERETO:

CV, training certificates and other attachments

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A14: FINANCIAL ABILITY TO EXECUTE THE PROJECT

Current Bank Rating.....

Provide details on the surety you will provide if the tender is awarded to you

AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act (Act 94 of 1990).
- Insurance Company registered in terms of the Short Term Insurance Act (Act 53 of 1998).
- Cash.
- Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			
	a Received	b Payments made	a – b Net cash flow	Cumulative cash flow
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
11				
12				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here →→→→→→→				

Notes:

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc.)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A15: JOINT VENTURE DISCLOSURE FORM**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- iii) A copy of the Joint Venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the Joint Venture, the proposed Joint Venture agreement must include specific details relating to:
 - a. the contributions of capital and equipment
 - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iv) Copies of all written agreements between partners concerning the contract must be attached to this form; including those which relate to ownership options, and to restrictions / limits regarding ownership and control.
- v) ABE partners must complete ABE Declaration Affidavits.
- vi) The Joint Venture must be formalised. All pages of the Joint Venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a Joint Venture once the contract has been awarded will not be considered.
- vii) Should any of the above not be complied with, the Joint Venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

a)	Name	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2 IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1

a)	Name of Firm	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	
f)	Contact person for matters pertaining to Joint Venture Participation Goal requirements :	

2.2

a)	Name of Firm	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	
f)	Contact person for matters pertaining to Joint Venture Participation Goal requirements :	

(Continue as required for further non-Affirmable Joint Venture Partners)

3 IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1

a)	Name of Firm	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

f)	Contact person for matters pertaining to Joint Venture Participation Goal requirements:	

3.2

a)	Name of Firm	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	
f)	Contact person for matters pertaining to Joint Venture Participation Goal requirements:	

3.3

a)	Name of Firm	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	
f)	Contact person for matters pertaining to Joint Venture Participation Goal requirements:	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

1. OWNERSHIP OF THE JOINT VENTURE

- a)** Affirmable Joint Venture Partner ownership percentage(s) %
- b)** Non-Affirmable Joint Venture Partner ownership percentage(s) %
- c)** Affirmable Joint Venture Partner percentages in respect of : *

- i)** Profit and loss sharing
- ii)** Initial capital contribution in Rands

(*Brief descriptions and further particulars should be provided to clarify percentages).

- iii)** Anticipated on-going capital contributions in Rands
- iv)** Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

2. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

3. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

a) Joint venture cheque signing

b) Authority to enter into contracts on behalf of the Joint Venture

c) Signing, co-signing and / or collateralizing of loans

d) Acquisition of lines of credit

e) Acquisition of performance bonds

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

f) Negotiating and signing labour agreements

4. MANAGEMENT OF CONTRACT PERFORMANCE
(Fill in the name and firm of the responsible person).

a) Supervision of field operations

b) Major purchasing

c) Estimating

d) Technical management

5. MANAGEMENT AND CONTROL OF JOINT VENTURE

a) Identify the “managing partner”, if any,

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT DESIGNATION	FUNCTION / NAME	PARTNER*

6. PERSONNEL

a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

b) Number of operative personnel to be employed on the Contract, who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

(ii) Number currently employed by the Joint Venture

c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

d) Name of individual(s) who will be responsible for hiring Joint Venture employees.

e) Name of partner who will be responsible for the preparation of Joint Venture payrolls.

7. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Briefly describe the way the Joint Venture is structured and controlled.

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records, and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature :	
Duly authorised to sign on behalf of :	
Name :	
Address :	
Telephone :	
Date :	

Signature :	
Duly authorised to sign on behalf of :	
Name :	
Address :	
Telephone :	
Date :	

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Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

Signature :	
Duly authorised to sign on behalf of :	
Name :	
Address :	
Telephone :	
Date :	

Signature :	
Duly authorised to sign on behalf of :	
Name :	
Address :	
Telephone :	
Date :	

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A16: DETAILS OF ALTERNATIVE TENDERS SUBMITTED

DESCRIPTION

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

A17: DECLARATION OF VALIDITY OF INFORMATION PROVIDED

I/We, the undersigned:

- a) tender to supply and deliver to the JOE GQABI DISTRICT MUNICIPALITY (hereafter "JGDM") all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this tender document, regarding delivery and execution;
- c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this tender be accepted in whole or in part;
- d) confirm that this tender may only be accepted by the JGDM by way of a duly authorised Letter of Acceptance;
- e) declare that we are fully acquainted with the tender document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- f) declare that all amendments to the tender document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the JGDM and the undersigned;
- g) certify that the item/s mentioned in the tender document, qualifies/qualify for the preference(s) shown;
- h) acknowledge that the information furnished is true and correct;
- i) accept that in the event of the contract being awarded as a result of preference claimed in this tender document, I may be required to furnish documentary proof to the satisfaction of the JGDM that the claims are correct. If the claims are found to be inflated, the JGDM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the JGDM as a result of the award of the contract and/or cancel the contract and claim any damages which the JGDM may suffer by having to make less favourable arrangements after such cancellation;
- j) declare that no municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- l) the signatory to the tender document is duly authorised; and
- m) documentary +proof regarding any tendering issue will, when required, be submitted to the satisfaction of the JGDM.

Signed at this day of 2023

Name of Authorised Person :

Authorised Signature :

Name of Tendering Entity :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Date :

A18 CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that (Tenderer)

..... (address)

.....

.....
was represented by the person(s) named below at the compulsory meeting held for all

tenderers at (location)

on (date)

starting at

We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the works and / or matters incidental to doing the works specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting: *(Same as the names on Attendance Register)*

Name.....Signature

Capacity

Name.....Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name.....Signature

CapacityDate:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a Tenderer satisfies CIDB Contractor grading designation requirements through Joint Venture formation, such Tenderer must submit the Certificates of Contractor Registration in respect of each Joint Venture partner.

SIGNED BY/ON BEHALF OF TENDERER :

NAME

SIGNATURE

DATE

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B2. TAX CLEARANCE CERTIFICATE,

An original valid Tax Clearance Certificate from the South African Revenue Service (SARS) shall be attached to this page (or proof that the Tenderer has made arrangements with SARS to meet his or her outstanding tax obligations). In addition the Tax Compliance Status (TCS) with valid pin must be submitted.

Each party to a Consortium / Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

SIGNED BY/ON BEHALF OF TENDERER :

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B3. FINANCIAL STATEMENTS AND ORIGINAL BANK STATEMENT REFLECTING THREE (3) MONTHS PRIOR TO CLOSING DATE OF TENDER FOR CONTRACTS OVER R10 MILLION

Tenderers are referred to Clause C2.23. Tenderers shall attach all the required documentation to this Schedule where a tender price exceeds R10 million.

Each party to a Consortium / Joint Venture shall submit a separate set of documents.

SIGNED BY/ON BEHALF OF TENDERER :

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B4. MUNICIPAL LEVY CLEARANCE CERTIFICATE, NOT OLDER THAN THREE (3) MONTHS FROM A MUNICIPALITY WHERE THE ENTITY OPERATES (LEASE AGREEMENTS AND SWORN STATEMENT / AFFIDAVITS ARE ALSO ACCEPTED)

Number of sheets appended by the Tenderer to this Schedule **NIL**

SPECIAL CONDITIONS

The recommended bidder will be required to submit proof of company office address (Municipal account not older than 90 days or Municipal Clearance certificate or lease agreement (if the tenant is responsible for rates and services), account must be attached) or proof of address and affidavit from village residents only) FOR LOCAL MUNICIPALITY AND DISTRICT MUNICIPALITY **before the award of tender**. Failure to provide the municipality with the required information within the stipulated time, the second bidder will be considered.

SIGNED BY/ON BEHALF OF TENDERER :

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NAME

SIGNATURE

DATE

INVITATION TO BID

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A :INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOE GQABI DISTRICT MUNICIPALITY					
BID NUMBER:	JGDM2023/24-005	CLOSING DATE:	11 October 2023	CLOSING TIME:	12H00
DESCRIPTION	ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
JGDM Offices, Cnr. Cole & Graham Streets, Barkly East, 9786					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
Are you the accredited representative in South Africa for the goods /services /works offered?	<input type="checkbox"/> yes <input type="checkbox"/> no [if yes enclose proof]		Are you a foreign based supplier for the goods /services /works offered?		<input type="checkbox"/> yes <input type="checkbox"/> no [if yes, answer part B:3 below]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
	BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Budget & Treasury Office		Technical Services		
CONTACT PERSON	Ms. N Mlotywa		Mr. L Wana		
TELEPHONE NUMBER	045 979 3160		045 979 3061		
E-MAIL ADDRESS	procurement@jgdm.gov.za		lumanyano@jgdm.gov.za		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART B: TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022. THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.




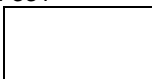


SIGNATURE OF BIDDER:

DATE:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 2 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.

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable. Alternatively a tax compliance verification pin must accompany a copy of a Tax Clearance Certificate.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

COMPULSORY ENTERPRISE QUESTIONNAIRE

(ALL CONSORTIUM / JV MEMBERS / PARTNERS MUST COMPLETE)

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal Income Tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
--	---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state. Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
--	---

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

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<p>partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;</p> <p>iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;</p> <p>iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and</p> <p>v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.</p>
Signed
Name
Enterprise Name

*insert separate page if necessary

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TENDERERS FINANCIAL STANDING AND CONFIRMATION OF COMPANY BANK DETAILS (AN ORIGINAL LETTER FOR FINANCIAL BANK RATING CODE STAMPED BY YOUR BANK IS TO BE ATTACHED TO THIS FORM.)

COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name: _____

Company Registration Number: _____

VAT Number: _____

Professional Registration Details: _____

Professional Indemnity Details: _____

COMPANY BANK DETAILS

Bank Name: _____

Branch: _____

Account Type: _____

Bank Account Number: _____

Contact Person: _____

Tel No: _____

E-mail address: _____

Address: _____

BIDDER'S REPRESENTATIVE: _____

Signature of bidder's representative _____

Date _____

AFFIX COMPANY STAMP HERE



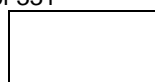
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

COMPANY COMPOSITION

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. The full company composition is required, the ownership must accumulate to 100%.

NAME AND SURNAME	IDNUMBER	CITIZENSHIP	DATE OF OWNER -SHIP	% OWNED	VOTING %

ALL CONSORTIUM / JV MEMBERS / PARTNERS MUST COMPLETE THE FOLLOWING MBD 4 FORM

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 4 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**

¹MSCM Regulations: "in the service of the state" means to be: –
a member of –

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.8.1 If yes, furnish particulars.....

.....
.....

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars:.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars:.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**

3.11.1 If yes, furnish particulars.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.....

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.....

.....

3.14 Do you or any of the directors, trustees, managers, principleshareholders, or stakeholders

Page 87 of 331

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....

SignatureDate

.....

CapacityName of Bidder

MBD 5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

- 1 Are you by law required to prepare annual financial statements for auditing?
*YES/ NO
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
-
-
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? *YES/ NO
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
- 2.2 If yes, provide particulars.
-
-
- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES / NO
- 3.1 If yes, furnish particulars.....
-
-
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES / NO
- 4.1 If yes, furnish particulars.....
-

** Delete if not applicable*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

- 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 The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2 DEFINITIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 The 80/20 or 90/10 Preference point systems

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

80/20

or 90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

4.1 POINTS AWARDED FOR PRICE

4.1.1 The 80/20 or 90/10 Preference point systems

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

80/20

or 90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5 POINTS AWARDED FOR SPECIFIC GOALS

- 5.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated(80/20 system)	Number of points claimed(80/20 system)(To be completed by the tenderer)
HDI		
51% owned by Black	4	
51% owned by Women	2	
51% owned by Youth	2	
51% owned by Disable	2	
LOCALITY		
Within the boundaries of the Joe Gqabi District Municipality (JGDM)	6	
Within the boundaries of the Eastern Cape but outside JGDM	4	
Outside of the boundaries of the Eastern Cape	0	
TOTAL POINTS	20	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6 DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm

6.2 Company registration number

6.3 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- (iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:.....

DATE:

ADDRESS:

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Is the bidder or any of its directors in arrears for any municipal rates or taxes or municipal charges, to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids³ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description) in response to the invitation for the bid made by:

³Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

⁵Joint 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2 - ANNEXURE A PAST EXPERIENCE

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

ATTACH REFERENCE LETTERS

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

.....
DATE SIGNATURE OF BIDDER

T2 - ANNEXURE B PAST EXPERIENCE – JOE GQABI DISTRICT MUNICIPALITY

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

ATTACH REFERENCE LETTERS

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR JGDM			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

.....
DATE

SIGNATURE OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2 - ANNEXURE C COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name:

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

Professional Indemnity Details:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2 - ANNEXURE D JOINT VENTURE DISCLOSURE FORM GENERAL

- a. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- b. A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - i. the contributions of capital and equipment
 - ii. work items to be performed by the Affirmable Joint Venture Partner's own forces
 - iii. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- c. Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- d. ABE partners must complete ABE Declaration Affidavits.
- e. The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- f. Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
- g. A joint venture that is awarded a contract with JGDM must be registered as a separate company with the Registrar of Businesses.
- h. The joint venture must be registered with South African Revenue Services.
- i. A separate bank account must be in place for the joint venture.

1. Joint Venture Particulars

- a) Name:.....
.....
- b) Postal address:.....
.....
.....
.....
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- c) Physical address:
-
-
-
-
-
-
- d) Telephone:
-
- e) Cell phone:
-
- f) Email:
-

1.2. Identity of Each Non-Affirmable Joint Venture Partner

1.2.1(A) NAME OF FIRM:

Postal Address:

.....

Physical Address:.....

.....

Telephone:

Cell phone:

Email:

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

1.2.2(A) NAME OF FIRM:

Postal Address:

Physical Address:.....

Telephone:

Cell phone:

Email:

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

2.1(A) NAME OF FIRM:

Postal Address:

Physical Address:.....

Telephone:

Cell phone:

Email:

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(A) NAME OF FIRM:

Postal Address:

Physical Address:.....

Telephone:

Cell phone:

Email:

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.3(A) NAME OF FIRM:

Postal Address:

Physical Address:.....

Telephone:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Cell phone:

Email:

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

3 Brief Description of the Roles of the Affirmable Joint Venture Partners in the Joint Venture

.....
.....
.....

4 Ownership of the Joint Venture

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of:⁶

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands.....
.....

(iii) Anticipated on-going capital contributions in Rands
.....
.....

⁶Brief descriptions and further particulars should be provided to clarify percentages.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

5 Recent Contracts Executed by Partners in Their Own Right as Prime Contractors or as Partners in Other Joint Ventures

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6

Control and Participation in the Joint Venture

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance bonds

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (f) Negotiating and signing labour agreements

.....

.....

.....

7 Management of Contract Performance

(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations

.....

.....

- (b) Major purchasing

.....

- (c) Estimating

.....

- (d) Technical management

.....

8 Management and Control of Joint Venture

- (a) Identify the “managing partner”, if any,

.....

.....

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (c)
Number currently employed by the Joint Venture
- (d)
Number of operative personnel who are not currently in the employ of the
respective partner and will be engaged on the project by the Joint Venture
.....
- (e)
Name of individual(s) who will be responsible for hiring Joint Venture employees
.....
- (f)
Name of partner who will be responsible for the preparation of Joint Venture
payrolls
.....

9 Control and Structure of the Joint Venture

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature:.....

Duly authorised to sign on behalf of:

Name:.....

Address:

Telephone:

Date:.....

Signature:.....

Duly authorised to sign on behalf of:

Name:.....

Address:

Telephone:

Date:.....

Signature:.....

Duly authorised to sign on behalf of:

Name:.....

Address:

Telephone:

Date:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signature:.....

Duly authorised to sign on behalf of:

Name:.....

Address:

Telephone:

Date:.....

(Continue as necessary)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2 - ANNEXURE E COMPANY COMPOSITION
GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	IDENTITY NUMBER	CITIZENSHIP	HISTORICALLY DISADVANTAGED INDIVIDUALS STATUS (Y/N)	DISABILITY	FEMALE	DATE OF OWNERSHIP	%OWNED	% VOTING

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2 - ANNEXURE F BID CHECK LIST

All JGDM Individuals bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

- (a) All pages of the bid document have been read by the bidder.
- (b) All pages requiring information have been completed in black ink.
- (c) The Schedule of Quantities has been checked for arithmetic correctness.
- (d) Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
- (e) The total from the summary page has been carried forward to the Bid Form.
- (f) Surety details have been included in the bid.
- (g) All sections requiring information have been completed.
- (h) The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and Levies, etc.
- (i) The bid document is submitted before 12h00 on the due date at the designated bid box of the JGDM.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2 - ANNEXURE G DECLARATION BY BIDDERS

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this quotation form and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our quotation and that I / we elect domicilliumcitandi et executandi in the Republic at:

.....

.....

.....

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our quotation: that the price quoted cover all the work items specification in the quotation documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

SIGNATURE	NAME (PRINT)
CAPACITY	DATE
NAME OF FIRM	
WITNESS 1	WITNESS 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1: AGREEMENT AND CONTRACT DATA**C1.1 FORM OF OFFER AND ACCEPTANCE****C1.1.1 Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

BID NO.: JGDM2023/24-005: ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS

The Tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto (as listed in the Schedule of Returnable Documents), and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract. Including compliance with all its terms and conditions, according to their true intent and meaning, for an amount to be determined in accordance with the GCC(2015), identified in the Contract Data.

The Contract shall be completed within weeks of the Commencement.

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

.....

..... RAND (in words);

R (in figures)

This offer may be accepted by the Employer, by signing the Acceptance part, of this Form of Offer and Acceptance. Thereafter the Employer will be 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 GCC(2015) identified in the Contract Data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SIGNED ON BEHALF OF/BY THE TENDERER :

NAME

Name and address of Organization:

SIGNATURE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1.2 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 GCC(2015) 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 and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the Returnable Documents, 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 which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or just after this Agreement comes into effect; 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 GCC(2015) identified in the Contract Data. Failure to fulfil any of these obligations, in accordance with those terms, shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

CAPACITY: DATE

SIGNATURE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA

The Standard Conditions of Tender are the *Standard for Uniformity in Engineering and construction works contracts* (August 2019) published by the Construction Industry Development Board. Each item of data given below is cross-referenced to the clause in the *General Conditions of Contract third edition (2015)* of the above-mentioned *Standard for Uniformity in Engineering and construction works contracts* (August 2019) to which it mainly applies.

C1.2.1 PART 1: DATA PROVIDED BY THE EMPLOYER**1. GENERAL**

Clause	Description
1.1.1.13	The "Defects Liability Period" is 12months.
1.1.1.14	The "Due Completion Date", or time for achieving Practical Completion is 14 months.
1.1.1.15	The "Employer" is the Joe Gqabi District Municipality.
1.1.1.16	The "Employer's Agent" is Mr Lungelo Ketyeof Sikunye Consulting
1.1.1.26	The "Pricing Strategy" is re-measurement Contract.
1.2.1.2	<p>The Employer's address for receipt of communications and notices is</p> <p>Name: Joe Gqabi District Municipality</p> <p>Address: Corner of Cole and Graham streets, Barkly East, 9786</p> <p>Telephone: 045 979 3000</p> <p>E-Mail: lumanyano@jgdm.gov.za</p> <p>The Employer's Agent address for receipt of communications and notices is:</p> <p>Name: Sikunye Consulting</p> <p>Address: 93 Western Avenue, Vincent, East London, 5217</p> <p>Telephone: +27 (0)43 726 4389</p> <p>E-Mail: lungelo@sikunyeconsulting.co.za</p>
3.2.3	<p>The Employer's Agent is required to obtain the specific approval of the Employer for the following functions or duties:</p> <p>a) Approve extension of time for practical completion in terms of Clause 5.12.1;</p> <p>b) Approve imposition of penalty for delay in terms of Clause 5.13.1;</p> <p>c) Issue of a Variation Order in terms of Clause 6.3.2; and</p> <p>d) Approve the use of contingency funds.</p>
5.1.1 and 5.8.1	The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent work force leave around the 15 th December and the first Monday of the subsequent year.
5.3.1	<p>The Contractor shall submit within 14 days from the Commencement Date the following documentation for approval by the Employer's Agent:</p> <p>a) Health and Safety Plan (Refer to Clause 4.3);</p> <p>b) Initial programme (Refer to Clause 5.6) and estimated cash flow;</p> <p>c) Security (Refer to Clause 6.2);</p> <p>d) Insurance (Refer to Clause 8.6);</p> <p>e) Proof of registration with the Workman's Compensation Commissioner;</p> <p>f) Valid original copy of Tax Clearance Certificate; and</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

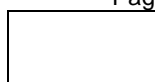
Clause	Description
	g) Written acceptance of appointment.
5.3.2	The time to submit the documentation required are 28 days.
5.4.1	The Site is located within inhabited areas, is generally accessible to the public and is not exclusive to the Contractor. The Contractor shall safeguard the public as statutorily required and shall coordinate assistance from the Community Liaison Officer (CLO) as nominated by the Employer.
5.8.1	The non-working days are Sundays. The special non-working days are indicated under Clause 5.1 above.
5.12	<p>FORMULA FOR EXTENSION OF TIME IN RESPECT OF ABNORMAL RAINFALL</p> <p>Extension of time in terms of Clause 5.12 of the GCC(2015) in respect of abnormal rainfall shall be determined in terms of the method below for each calendar month or part thereof, unless the project specifications determine otherwise:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p>Where:</p> <p>V: Extension of time in calendar days for the calendar month under consideration.</p> <p>N_w: Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded.</p> <p>R_w: Actual total rainfall in mm recorded during the calendar month under consideration.</p> <p>N_n: Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter.</p> <p>R_n: Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter.</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>The Contractor shall, at its own cost, provide and erect on the Site at a location approved of by the Employer's Agent, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at its own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required, the Employer's Agent shall be entitled to witness the reading of the gauge.</p>



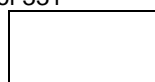
Contractor



Witness 1



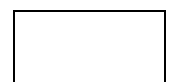
Witness 2



Employer



Witness 1



Witness 2

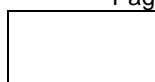
Clause	Description																																										
	The rainfall records applicable to this Contract are those recorded atAliwal North. The following values of N_n and R_n shall apply:																																										
	<table><tr><th>MONTH</th><th>N_n (Days)</th><th>R_n (mm)</th></tr><tr><td>January</td><td>24</td><td>234.4</td></tr><tr><td>February</td><td>20</td><td>372.5</td></tr><tr><td>March</td><td>22</td><td>119.6</td></tr><tr><td>April</td><td>18</td><td>215.5</td></tr><tr><td>May</td><td>4</td><td>7.6</td></tr><tr><td>June</td><td>2</td><td>3.5</td></tr><tr><td>July</td><td>2</td><td>1.2</td></tr><tr><td>August</td><td>3</td><td>0.5</td></tr><tr><td>September</td><td>9</td><td>22.3</td></tr><tr><td>October</td><td>14</td><td>15.5</td></tr><tr><td>November</td><td>26</td><td>63.1</td></tr><tr><td>December</td><td>21</td><td>204</td></tr><tr><td>Total</td><td>172</td><td>1239.7</td></tr></table>	MONTH	N_n (Days)	R_n (mm)	January	24	234.4	February	20	372.5	March	22	119.6	April	18	215.5	May	4	7.6	June	2	3.5	July	2	1.2	August	3	0.5	September	9	22.3	October	14	15.5	November	26	63.1	December	21	204	Total	172	1239.7
	MONTH	N_n (Days)	R_n (mm)																																								
	January	24	234.4																																								
	February	20	372.5																																								
	March	22	119.6																																								
	April	18	215.5																																								
	May	4	7.6																																								
	June	2	3.5																																								
	July	2	1.2																																								
	August	3	0.5																																								
	September	9	22.3																																								
	October	14	15.5																																								
	November	26	63.1																																								
	December	21	204																																								
Total	172	1239.7																																									
5.13.1	The penalty for failing to complete the Works is 0.01% of the contract value per working day, to a maximum of 5% of the contract amount.																																										
5.14.1	The requirements for achieving Practical Completion are set out in the Scope of Works Part C3.1.2.																																										
5.14.7	This contract does not contain multiple “Due Completion Dates”.																																										
5.16.3	The latent defects liability period for civil engineering works is 10 years.																																										
6.2.1	The type of security for the due performance of the Contract shall be a Fixed Performance Guarantee of 100% of the value of the Works (Excl. Contingencies and VAT). The Performance Guarantee shall follow the suggested wording according to the pro-forma included in Section C1.3 – Pro Forma Performance Guarantee.																																										
6.5.1.2.3	The percentage allowance on the net cost of workmen and materials actually used in the completed work is 15%.																																										
6.8.2	Add the following to Clause 6.8.2: Contract Price Adjustment will be allowed for this Contract. The tendered rates will be adjusted as follows: <ul style="list-style-type: none">All rates which are based on current market prices with a tendered mark-up will remain unchanged for the duration of the contract.All other rates will be adjusted as follows:																																										



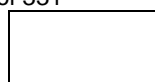
Contractor



Witness 1



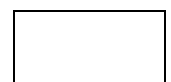
Witness 2



Employer



Witness 1



Witness 2

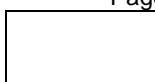
Clause	Description
	<p>o The formula is as follows(rounded to 4 decimal places):</p> $f_{CPA} = (1 - x) \left[a \left(\frac{Lt}{Lo} \right) + b \left(\frac{Pt}{Po} \right) + c \left(\frac{Mt}{Mo} \right) + d \left(\frac{Ft}{Fo} \right) - 1 \right]$ <p>Where f_{CPA} = Contract Price Adjustment factor $x = 0.1$ L = Labour index (P0141 -CPI) P = Plant index (P01511 – Table 4) M = Material index (P01511 - CIPI) F = Fuel index(P0141 -CPI) Suffix “o” = denotes base indices at the tender closing date Suffix “t” = denotes the current indices $a = 0.15$ $b = 0.20$ $c = 0.55$ $d = 0.10$ If an index relevant to any particular monthly statement is unknown at the time when the monthly statement is prepared, the Contractor shall use the last known index. Any correction required, when the correct indices become known, shall be made by the Contractor in subsequent monthly statements.</p>
6.8.3	Price adjustment in the cost of special materials shall be not applied to this Contract.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. The percentage advance on Plant not yet supplied to Site 70% (if plant is fabricated or stored on other places than the Site).
6.10.3	The limit on retention is 10% of the Contract Price
8.6.1	The following insurances shall be effected and maintained in the joint names of the Employer and Contractor:
8.6.1.1	Insurance of the Works, Plant and materials for the period of Care of the Works for a sum insured that is the aggregate of:
8.6.1.1.1	The Contract Price (Excl. Contingencies and VAT);
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance is R 0.00 (Excl. VAT); and
8.6.1.1.3	The amount to cover professional fees payable in respect of the repair or reinstatement of damage to the works or said movables is R 0.00 (Excl. VAT).
8.6.1.2	The Contractor is responsible for Special Risks Insurance.
8.6.1.3	Liability insurance of at least R 5 000 000.00 with the number of events being unlimited.
8.6.5	The insurances shall be effected with an insurance company registered in South Africa.
10.5.2	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is three.
10.7.1	In the event of disagreement with the Adjudication Board's decision the determination of disputes shall be by arbitration.



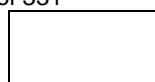
Contractor



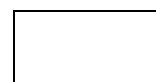
Witness 1



Witness 2



Employer



Witness 1



Witness 2

Clause	Description
10.8.1	In the event of disagreement with the Arbitrator the determination of disputes shall be by court proceedings.

C1.2.2 PART 2: DATA PROVIDED BY THE CONTRACTOR

C1.2.2.1. GENERAL

Clause	Description
1.1.1.9	Name of the Contractor:
1.2.1.2	Address of the Contractor: Physical: Postal: E-Mail: Telephone No: Cell No:

Contractor

Witness 1

Page 1

Witness 2

331

Employer

11

Witness 1

Witness 2

Clause	Description	
6.2.1	Type of Security	Contractor's Choice. Indicate "Yes" or "No"
	Cash Deposit of 10% of the Contract Sum.	
	Fixed Performance Guarantee of 10% of the Contract Sum.	
	Variable Performance Guarantee of ...% of the Contract Sum for the first period and ...% of the Contract Sum for the second period.	
	Retention of 10% of the value of the Works.	
	Cash Deposit of 10% of the Contract Sum plus retention of 10% of the value of the Works.	
	Fixed Performance Guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.	
	Variable Performance Guarantee of% of the Contract Sum for the first period and ...% of the Contract Sum for the second period plus retention of ...% of the value of the Works.	

6.8.3 Variation in cost of special materials

The variation in cost of special materials is:

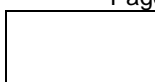
Type of special material	Unit	Base Rate or price



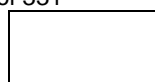
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C1.2.2.2 PRO FORMA PERFORMANCE GUARANTEE**C1.2.2.2.1 Guarantor Details and Definitions**

“Guarantor” means: _____

Physical address: _____

“Employer” means: Joe Gqabi District Municipality

“Contractor” means: _____

“Employer's Agent” means: A Professional Registered with the Engineering Council of South Africa __ (ECSA) and is Mr Lungelo KetyePrEngNo. 2023301509 on behalf of Sikunye Consulting

“Works” means: _____

“Site” means: __ _____

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

“Contract Sum” means: The accepted amount inclusive of tax of R _____

Amount in words: _____

“Guaranteed Sum” means: The maximum aggregate amount of R _____

Amount in words: _____

Type of Performance Guarantee: _____ (Insert Variable or Fixed)

“Expiry Date” means: _____ (Give date)

or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.2.2 Contract Details

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R_____

Amount in words: _____

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R_____

Amount in words: _____

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

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

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;

3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3;

3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and

3.3.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at: Date:

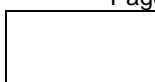
Guarantor's signatory (1):..... Capacity:.....



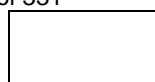
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Guarantor's signatory (2):..... Capacity:.....

Witness signatory (1).....

Witness signatory (2).....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.2.3 FUNCTIONALITY

The Main Contractor (MC) will be evaluated on functionality, the maximum points to be scored is 100 points and minimum 66 points: Should the Contractor score less than 66 points, it will be considered non-responsive and will not proceed to further evaluation. The Contractor will be evaluated for functionality on the following criteria and weight:

Bidders will be required to score minimum points on each criterion in order to proceed to further evaluation

TECHNICAL / FUNCTIONALITY POINTS			
1. Company Experience: (Experience track record) on previous contracts of a similar nature, scope, or complexity (over the last ten years):			
Pre-qualification Description	Deliverables	Points	
		Max	Min
<p>Tenderers must provide details of their previous relevant experience in projects of similar nature as detailed under scope of works.</p> <p>The experience of Tenderers will be evaluated as detailed under deliverables</p>	<p>Construction Services Experience</p> <p>5 Similar projects completed in past 10 years – 35pts</p> <p>3 Similar projects competed in past 10 years – 25pts</p> <p>1 Similar project completed in past 10 years – 15pts</p> <p>0 Similar project completed in past 10 years – 0pts</p> <p>NB: Points can only be claimed upon submission of Appointment Letters together with completion certificates in order to claim full points</p> <p>Please file your POE appropriately for ease of Evaluation</p>	35	25
2. Expertise of Key Personnel (Points will be scored on the following basis)			
Pre-qualification Description	Deliverables	Points	
		Max	Min
<p>Tenderers must provide details of their Key Personnel CVs with experience in projects of similar nature as detailed under scope of works.</p> <p>The key personnel will be evaluated as detailed under deliverables</p>	<p>1 x Contracts Manager (20 points)</p> <ul style="list-style-type: none"> National Diploma or NQF level 6 in built environment (10 pts) At Least 10 years' experience after graduation (10 pts) <p>1 x Site Agents (15 points)</p> <ul style="list-style-type: none"> National Diploma or NQF level 6 in built environment (5 pts) Labour Intensive Construction (LIC) NQF Level 5 (5 pts) At least 5 years' experience in construction industry (5 pts) <p>NB: Points can only be claimed upon submission of key personnel CVs. Certified qualifications and registrations MUST be attached. The experience of the Key Personnel must be stated clearly in the CV.</p> <p>Please file your POE appropriately for ease of Evaluation</p>	35	35

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. Methodology: Construction Services: Methodology of how construction will be undertaken by the Main Contractor. Methodology should also detail how the local SMMEs will be involved during construction.																	
Pre-qualification Description	Deliverables			Points													
				Max	Min												
Methodology will be evaluated as detailed under deliverables.	Scoring	Points	Comments	20	15												
	Comprehensive	20	Methodology address is exceptional and main scope tasks are approached in an innovative and efficient way. (Gaunt chart with planned machinery and personnel)														
	Good	15	Methodology is specifically tailored to address the specific project objectives and methods of work.														
	Fair	10	Methodology is generic and not tailored to address the specific project objectives. Does not adequately deal with the critical characteristics of the project														
	Poor	0	Methodology is poor / unlikely to satisfy project objectives. Bidder may have misunderstood certain aspects of the scope of works.														
4. Financial Viability: Confirmation of financial standing (bank rating) from the Tenderer's financial institution.																	
Pre-qualification Description	Deliverables			Points													
				Max	Min												
Financial Viability Attach Company banking rating letter	<table border="1"> <thead> <tr> <th>Grading</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>10</td> </tr> <tr> <td>B</td> <td>8</td> </tr> <tr> <td>C</td> <td>6</td> </tr> <tr> <td>D</td> <td>4</td> </tr> <tr> <td>E</td> <td>0</td> </tr> </tbody> </table>			Grading	Points	A	10	B	8	C	6	D	4	E	0	10	6
	Grading	Points															
	A	10															
	B	8															
	C	6															
	D	4															
E	0																
Total Possible score for quality				100	81												

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

- C1.1Form of Offer and Acceptance
- C1.2Contract Data

PART C2: PRICING DATA

- C2.1Pricing Instructions
- C2.2Pricing Schedule of Quantities

PART C3: SCOPE OF WORK

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C2: PRICING SCHEDULE

C2.1. PRICING ASSUMPTIONS / INSTRUCTION

Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the Section C3.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of Part C3: Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified.

Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the Employer's Agent shall direct the applicable requirements.

The clauses in a specification in which further information regarding the listed items in the Bill of Quantities can be obtained appear under "Payment Reference" column.

The reference clauses indicated are not necessarily the only sources of information in respect of billed items. Further information and set specifications may be found in Section C3. Standardised Specifications are identified by the letter or letters which follow "SANS" in the SANS 1200 series of specifications, e.g., G for SANS 1200 G.

Unless otherwise stated, items are measured nett in accordance with the drawings and no allowance is made for waste. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due only.

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

It will be assumed that prices included in these Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org or www.iso.org for information on standards).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities and recorded as zero. A single lump sum will apply should a number of items be grouped together for pricing purposes.

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

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

Ha	=	hectare
h	=	hour
kℓ	=	kilolitre
kg	=	kilogram
km	=	kilometre
kW	=	kilowatt
km-pass	=	kilometre pass
MN	=	Mega Newton
kPa	=	kilopascal
MN.m	=	Mega Newton-metre
ℓ	=	litre
%	=	percentage
m	=	metre
PC Sum	=	Prime Cost Sum
mm	=	millimetre
P Sum	=	Provisional Sum
PS/m	=	Provisional Sum per month
PS/d	=	Provisional Sum per day
Sum/wd	=	Sum per working day
m ²	=	square metre
No.	=	number
m ² .pass	=	square metre-pass
R/Only	=	Rate Only
m ³	=	cubic metre
Sum	=	lump sum

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

m ³ .km	=	cubic metre-kilometre
t	=	ton (1 000 kg)
MPa	=	Mega Pascal
W/day	=	Work day
%	=	percentage
nth	=	month

The parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated.

The works, or parts of the works so designated, are to be constructed using labour-intensive methods only. 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.

Payment for items which are designated to be constructed labour-intensively 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.2

BILL OF QUANTITIES

.....

SIGNED ON BEHALF OF TENDERER:

DATE

PARTC3: SCOPE OF WORKS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1 DESCRIPTION OF WORKS**C3.1.1 EMPLOYER'S OBJECTIVES**

The objectives of the Joe Gqabi District Municipality are to augment the existing Aliwal North Water Treatment Works so as to make additional treatment capacity available to the Joe Gqabi District Municipality in order to accommodate the demand.

C3.1.2 OVERVIEW OF THE WORKS

The project would consist of the following:

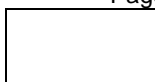
1. Abstraction from Orange River:
 - a. Extension of existing abstraction arrangements and the addition of a pump set.
2. 450mm diameter rising main:
 - a. Water to be pumped from the abstraction point to the new pre-sedimentation basins.
3. Pre-sedimentation Basins
 - a. Construction of two new pre-sedimentation basins.
 - b. The basins would be constructed of reinforced concrete walls and concrete surface bed.
 - c. Only one basin would be operational at time and the sludge would be removed mechanically with a TLB or similar.
 - d. The basins would allow for easy access of machinery to allow for cleaning.
 - e. Fencing of the basins
4. Holding dam No 1 – 9.5 MI
 - a. New holding dam lined with concrete for water proofing and protection.
 - b. Width of dam = 30 metres
 - c. Length of dam = 60 metres
 - d. Depth of dam = 6.5 metres
 - e. Volume of dam = 9.5MI
 - f. Fencing of the holding dam
5. Raw water pumpstation
 - a. Construction of a new pumpstation that will be supplied with raw water via a deep well sump from both the pre-sedimentation basins and holding dam no. 1.
 - b. Raw water from the pump station will be pumped via a 500mm diameter pump main to the existing works.
 - c. Construction of valve chambers and the like.



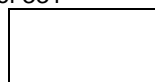
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C3.1.3 LOCATION (Coordinates)

The location of the works is at the Aliwal North Water Treatment Works, Aliwal North, Eastern Cape. Coordinates: Lat: 30°40'47.43"S, long: 26°43'2.09"E



Figure 1: Location of Aliwal North WTW

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.4 LABOUR INTENSIVE CONSTRUCTION

Labour Intensive Construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications with completion by the Due Completion Date, thus the effective substitution of labour for equipment.

Appropriate portions of the Works included in the Contract shall be executed using Labour-Intensive Construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of these Project Specifications to be constructed using Labour Intensive Construction methods.

These portions of the Works shall be constructed utilising only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Contractors key personnel as provided for in sub-clause C3.1.3 unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Part C3 of the Scope of Works.

C3.1.4.1 Targeted Labour:

Individuals, employed by the main contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with a recognition by the residents of the target area.

The Project Steering Committee (PSC) will direct where labour is drawn from as a priority prior to drawing labour under their guidance from a wider area. A Community Liaison Officer (CLO) shall be employed by the main contractor to assist the main contractor will community related tasks. A project wage rate is set, and the work shall be labour intensive.

For this project the contract does not specify the target group based on gender, age or disability, but a broad representation from each group shall be employed according to the task needs and in consultation with the CLO. However, specifically excluded from the target group is the main contractor's own staff unless such staff are also from the target area.

C3.1.5 SUB-CONTRACTING

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.5.1 The Contractor shall appoint such authorities and/or specialist sub-contractors and suppliers as may be designated or nominated by the Employer or the Engineer.

C3.1.5.2 The Contractor shall sub-let to local small sub-contractors appropriate portions of the works as provided by the Joe Gqabi District Municipality.

C3.1.5.3 As required by Clause 4.4.5 of the GCC (2015), the Contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the Employer or selected by the Contractor) on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc. unless provided for in the GCC (2015). Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.

C3.1.5.4 The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local sub-contractors or has utilised his best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works to such local residents.

Without limiting the generality of application of this sub-clause, circumstances, which may be considered by the Engineer to warrant such authorization, include:

- a) non-receipt of valid or acceptable tenders/quotations from local sub-contractors.
- b) serious default or failure of appointed local sub-contractors.

The Engineer shall not grant *such* authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract, is likely to result in the successful completion of the portions of the Works concerned by local sub-contractors.

Should the Contractor, after suitable due endeavour, be unable to identify local residents suitable for and desiring to train as sub-contractors for portions of the Works the Contractor has designated for sub-contracting, then the Contractor shall be permitted to undertake the Works in question with his own, after approval by the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Engineer shall monitor progress achieved with sub-contractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of sub-contractors and labour.

As specified in Clause C3.1.4, the Contractor shall approach the Labour Desk /CLO that is established for purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures in respect of local sub-contractors.

C3.1.6 CONTRACT PARTICIPATION GOALS

The main contractor is obliged to participate in the Employer's commitment to achieving Government's empowerment objectives by itself committing to perform beyond on the relevant returnable schedules.

C3.1.6.1 Conditions associated with achieving goals.

The Bidder undertakes to:

- (i) Engage one or more targeted labour in accordance with the provisions of the SANS 10845-8 as varied in section 3 hereunder.
- (ii) Accept the sanctions set out in section 4 below should such conditions be breached.
- (iii) Complete the bid target declaration form contained in section 5 below.
- (iv) Complete the supporting contract participation goal calculation contained in section 6 below.
- (v) Contribute to the Co-operative Incentive Scheme (CIS) but assisting a local needy educational organisation with regards improving their civil, structural, or building initiatives.

The variations to SANS 10845-8 are set out below. Should any requirements of the variations conflict with requirements of SANS 10845-8, the requirements of the variations shall prevail.

C3.1.6.2 Requirements: Contract Participation Goal

It must be clearly understood that the participation goal is a minimum and that the work shall be carried out in accordance with the Expanded Public Works Program principles and Particular Specification (PB) – Labour Intensive Methods, and that the goal may well be exceeded in compliance with this specification.

The main contractor is to report on persons employed in accordance with the prescribed format: (electronic) on a monthly basis with his progress payment.

C3.1.6.3 Sanctions

In the event that the Bidder fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of a preference was due to quantitative under

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

runs, the elimination of items, or any other reasons beyond the main contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{0,05 \times (D - D_o) \times NA}{100}$$

Where:

D = Bided contract participation goal percentage

representative
upon
shall be verified by
documentation.

D_o = The contract participation goal which the Employer's based on the credit passed, certifies as being achieved completion of the contract. Payments to labour means of appropriate transactional

NA = Net amount (Actual contract expenditure, excluding VAT)

P = Rand value of penalty payable

C3.1.6.4 Bid goal in respect of targeted labour

I/We hereby Bid a Contract Participation Goal of% (minimum 8%)

Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	AVERAGE RATE **	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		TOTAL	
		Bid Net Amount (excl. VAT, provisional sums, contingency and escalation)	
		% of Bid Sum	

*(from target area)

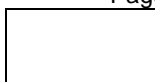
** The current labour rate as determined by the Joe Gqabi District Municipality for this contract is as per the latest SAFCEC gazetted rates. A labour rate increase as per the Basic Conditions of Employment will apply as from September each year thereafter.



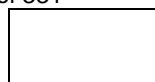
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

SIGNED ON BEHALF OF THE BIDDER:

C3.1.7 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

C3.1.7.1 GENERAL

The Contractor is referred to SANS 1921: 2018 parts 1, 2, 3 and 5: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

C3.1.7.2 QUALITY ASSURANCE (QA) (READ WITH SANS 1921 – 1: 2018 CLAUSE 4.4)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems, which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

C3.1.7.3 MANAGEMENT & DISPOSAL OF WATER (READ WITH SANS 1921 - 1: 2018 CLAUSE 4.6)

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered. The works is in inhabited areas and the contractor will ensure that no stormwater damage to structures occur during the excavations and after completion of the works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.7.4 DISPOSAL OF SPOIL OR SURPLUS MATERIAL (READ WITH SANS 1921 - 1: 2018 CLAUSE 4.10)

The Contractor shall dispose all surplus and unsuitable material at a legal and registered landfill sites within the Municipal area. He shall be responsible for all arrangements necessary to obtain such legal and registered landfill sites from the Municipality.

C3.1.7.5 TESTING (READ WITH SANS 1921 – 1: 2018 CLAUSE 4.11)

- **Process control**

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site, or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

- **Acceptance control**

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

C3.1.7.6 SURVEY BEACONS (READ WITH SANS 1921 - 1 :2018 CLAUSE 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as benchmarks, stand boundary pegs and trigonometrical beacons, regardless of whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

C3.1.7.7 EXISTING SERVICES (READ WITH SANS 1921 - 1 :2018 CLAUSE 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

Contractor

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Employer

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Witness 2

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

C3.1.7.8 PARTIAL HANDOVER

Joe Gqabi District Municipality would potentially require the partial handover over of certain completed areas of the project, should these provide JGDM with the possibility of enhancing their operational functionality and/or increasing their Water treatment capacity. Continuous liaison between JGDM, the contractor and the engineers will be held in order to address this issue. JGDM will take ownership of any such areas in accordance with GCC (2015) contractual directives relevant to partial practical completion.

C3.1.8 PROGRAMME TO BE SUPPLIED BY THE CONTRACTOR

The Contractor's programme shall be essentially in accordance with the overall requirements of the project.

The expected duration of the contract is fourteen (14) months excluding special non-working days. The Bidder is to work out their start date and their period required to complete the contract and enter this duration in the Appendix to Bid.

The programme shall not be in the form of a bar chart only but shall clearly show the anticipated quantities of work to be performed each month, together with the manner in which the listed plant and other resources are to be used, as well as the anticipated earnings for the various sections of work.

A network-based programme according to the precedence method shall be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor. The updated programme shall be submitted to the Engineer at least two working days prior to monthly meetings.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the programme, or if the sequence of operations is altered or if the programme is deviated from in any other way, the Contractor shall, within one week of having been notified by the Engineer, submit a revised programme and network.

If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost

Contractor

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Employer

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time in order to ensure completion of the Works within the time of completion as defined in Clause 5.7 of the GCC (2015) or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in Clause 9.2 of the GCC (2015).

The approval by the engineer of any programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to such programme and that the Contract undertakes to carry out the work in accordance with the programme. It shall not limit the right to the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 5.6 of the GCC (2015) when drawing up his programme.

Progress in advance of the programme on certain portions or phases of the Works shall not be considered adequate reason for poor progress on another portion or phase. O

C3.1.9 OVERHAUL

Overhaul has not been provided for in this contract. Payment for overhaul on this contract shall be made on Engineer's approval only.

C3.1.10 SITE FACILITIES AVAILABLE

C3.1.10.1 LOCATION OF SITE AND DEPOT

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor. The Contractor must obtain written permission from the landowner and subsequently from the Engineer for the establishment of his camp.

(a) Contractor's Camp Site/Store Yard

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SANS 1200A clause 8.3.2.2 the following conditions shall also apply: -

- (i) None of the existing roads shall be damaged in any way.
- (ii) No waterborne sewerage facilities or potable water connection are available on the site. The Contractor shall make his own arrangements in this regard.

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Contractor

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Employer

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- (iii) It shall be the responsibility of the Contractor to make good any damage caused to the campsite area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer or the owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

C3.1.10.2 SOURCE OF WATER SUPPLY

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection fees and consumption charges, and at his cost provide all connections, consumption meters, pipe work, storage tanks, transport and other items associated with the supply of water for the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making water available for purposes of constructing the Works.

C3.1.10.3 SOURCE OF POWER SUPPLY

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all electricity that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection and consumption charges, and at his cost provide all connections, transformers, consumption meters, cables, distribution boards and other items that are associated with the supply of electricity for construction of the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making electricity available for purposes of constructing the Works. The distribution of electricity shall be in accordance with the applicable bylaws and regulations of the supply authority.

C3.1.10.4 ACCOMMODATION OF EMPLOYEES

No employees except for security guards will be allowed to sleep or be accommodated on the site.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site. No informal housing or squatting will be allowed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall provide the necessary ablution facilities at his campsite and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

C3.1.10.5 LATRINES

The Contractor shall provide for the duration of the contract, latrine facilities on the site in the form of chemical closets for the use of persons employed on the works. All latrine facilities provided by the Contractor shall be efficient, sanitary and non-offensive and all sanitary fees payable to any local authority shall be paid by the Contractor.

C3.1.10.6 TEMPORARY OFFICES

The contractor will be required to provide a full-time site office for the Employer's Agent's Representative in terms of the requirements of relevant clause(s) of SANS 1200AB. The contractor shall provide the following in addition to the schedule provided in SANS 1200AB:

- Board room to accommodate management meetings including a suitable desk and a minimum of 10 chairs. This facility can be shared but must be available for the fortnightly meetings as arranged by the Employer's Agent.
- 1 x Carport with a minimum size of 6 x 3 metres and a minimum height to the underside of the rafters to be 2.3 metres. The roof covering shall be corrugated galvanised sheeting or similar approved.
- 1 x Laser colour printer.
- 1 x Whiteboard with a minimum size of 1.0 x 1.5 metres and ancillaries.
- 2 x 15A power sockets.
- 1 x 110 litre refrigerator.
- Security gate to be provided on all doors and burglar proofing on all windows.
- Air conditioner.
- 1 x Desk for the Employer's Agent's Representative.
- 1 x Drawing Table capable of accommodating A0 Prints
- 1 x Steel Filing Cabinet.

C3.1.11 FEATURES REQUIRING SPECIAL ATTENTION

C3.1.11.1 BUILT-UP AREAS

The Contractor's attention is drawn to the fact that the Works will be constructed through residential areas. The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety and convenience of the public. In addition, the Contractor shall provide access for traffic over and through the works, and for residents to their places of abode, all as described in the Specifications. Allowance must be made by the Contractor in his programming for delays resulting from the aforesaid.

Contractor

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Employer

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The Contractor shall give residents a minimum of 72 hours written notice of his intent to close access to residential stands. The Contractor shall acquire written confirmation from all owners that they are aware of any intended closures of access. No traffic access to a residential stand shall be closed for longer than 48 hours.

C3.1.11.2 PROTECTION OF BUILDINGS AND STRUCTURES

The Contractor shall give all residents or other parties owning a building or structure within an appropriate radius (not less than 100m) from any point of blasting, a minimum of 48 hours notice of his intent to execute any blasting work.

The Contractor shall note all aspects relevant to the condition of the affected buildings and/or structures prior to blasting and shall acquire the signature of the owners/occupants agreeing to such conditions.

Subsequent to blasting, both the Contractor and the owners/occupants shall sign the form confirming the condition of the buildings and/or structures. In the event of damage to existing buildings and/or structures as a result of blasting, remedial work shall be done to the satisfaction of the owners/occupants/Engineer at the Contractor's expense.

Compliance with this clause will not relieve the Contractor of any of his responsibilities in terms of the Contract.

If a structure is in the way of the planned route the structure will be rebuild.

C3.1.11.3 CARE OF THE SITE

At all times during construction of the Works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store all materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

C3.1.11.4 CONTROL OF WATER

The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works, and for the handling of any sub-surface water that may affect the Works. No separate payment shall be made in this regard, as all costs related thereto shall be deemed to be included in the rates tendered for the various items of work that are included in the Schedule of Quantities.

C3.1.12 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

Contractor

Witness 1

Witness 2

Employer

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The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or were directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires, which may have been caused by him or his employees.

C3.1.13 COMMUNITY LIAISON AND CLIENT RELATIONS

The project involves the upgrade of an existing and fully operational Water Treatment Works (WTW) managed by Joe Gqabi District Municipality (JGDM). It is thus expected that the contractor and JGDM will continually liaise in order to ensure that the works undertaken by the contractor will not disrupt the operational functionality of the WTW. The contractor and JGDM will meet within seven (7) days of site handover in order to formulate a methodology that will ensure minimal disruption to the operational functions of the WTW.

In all dealings with nearby communities and beneficiaries of the project, and in all dealings with workers employed from within such communities, the Contractor shall take due cognisance of the character, culture and circumstances of the specific community and/or any group of beneficiaries and shall at all times use his best endeavours to avoid the development of disputes and rather to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community and/or beneficiaries, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community and/or beneficiaries shall be discussed and where possible, resolved at such meetings.

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and prices

Contractor

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Employer

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and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 10 of the GCC(2015), provided always that the period of twenty-eight (28) days referred to in Clause 10 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

C3.1.13.1 LIAISON WITH COMMUNITY AND PROPERTY OWNERS

The Contractor shall in his dealings with the communities affected by the project, work with the Project Steering Committee (PSC) which has been elected by the community. The PSC acts as a communication structure between the project and the community. The process of appointing the Community Liaison Officer (CLO) is also facilitated by the Social Facilitator together with the PSC. The CLO acts as a link between the Contractor and the labourers and the PSC and attends to all labour related issues. The CLO facilitates labour recruitment through the PSC. The CLO and the executive structure of the PSC (Chairperson, Vice-Chairperson, and the Secretary) attend monthly Project progress report meetings besides the PSC meetings attended by the full PSC. The Contractor must include in his rates the costs of attending and average of one meeting each month. The CLO is appointed for the construction period, plus a period of fourteen (14) days prior to this period. The Contractor will provide office and stationery to the CLO to be able to perform his or her duties.

The ISD Consultant shall prepare and facilitate the signing of the contract between the CLO and the Contractor.

A CLO who fails in the responsibilities that he/she is given will be replaced following the procedures as stipulated in his or her contract with the Contractor.

The terms of reference for the CLO shall be provided by the ISD Consultant.

C3.1.13.2 REIMBURSEMENT OF PSC AND CLO

The Contractor shall reimburse the Project Steering Committee (PSC) at a seating amount of R400-00 per member per meeting attended.

The Contractor shall reimburse the CLO the amount per month as stipulated in the BoQ for the duration of the employment period. This is subject to change in accordance with rate changes from the Department of Labour.

The Contractor shall reimburse the general workers a rate per hour equal to the gazetted rate for the duration of the employment period. This is subject to change in accordance with rate changes from the Department of Labour.

C3.1.13.3 CARE, DAMAGE AND PROTECTION OF EXISTING STRUCTURES

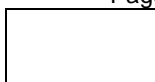
The Contractor shall so carry out all his operations as not to encroach on, interfere with, trespass on, or damage any adjoining lands, buildings, properties, road structures,



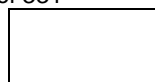
Contractor



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Employer



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Witness 2

pipelines, places, and things, in the vicinity of the Works and not to interfere in any way with the smooth and continuous operation of all existing facilities.

C3.1.14 WORKMANSHIP AND QUALITY CONTROL

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians, technical staff and the user department, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications.

The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

C3.1.15 SAMPLES

Materials or work that do not conform to the approved samples, submitted in terms of Clause 7.4 of the GCC (2015), will be rejected. The Engineer reserves the right to submit samples for testing to ensure that the material represented by the samples meet the specification requirements.

C3.1.16 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

Notices, signs and barricades (required in terms of Clause 8 of the GCC (2015)) as well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement erected, moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Contractor

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Witness 2

Employer

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Witness 2

C3.1.17 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC**C3.1.17.1 GENERAL**

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

Where access to site includes a rail crossing across an operational railway line, the contractor shall be responsible for ensuring that safety is adhered to, and Transnet Rail is informed of such Works prior to undertaking the construction.

Accommodation of traffic, where applicable shall comply with SANS 1921-2:2018: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

C3.1.17.2 BASIC REQUIREMENTS

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective, and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

C3.1.18 OPEN TRENCHES/EXCAVATIONS

Trenches may not be left open during the builder's holidays and shall be safe-guarded at all times from danger to the public. Safe trench-crossings shall be provided at all

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

intersections with accesses to properties and with public roads and paths. The length of trench left open at any one time may be restricted by the Engineer, should he consider such restriction to be in the interest of public safety.

C3.1.19 STATUTORY REGULATIONS

Annexure A, dealing with the Occupational Health and Safety Act should be read in conjunction with this clause. The statutory requirement of the Occupational Health and Safety Act, Act 85 of 1993 (referred to as the Act below), and all regulations promulgated there under as well as the other relevant acts must be adhered to by the Contractor, with specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors). The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 37(2) of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely:-

- (a) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act;
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; and
- (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations, and expressly absolves the Employer and the Engineer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the Works; and
- (d) The Contractor shall be obliged to report forthwith to the Employer and the Engineer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint, or criminal charge.
- (e) The Contractor shall sign the agreement bound into Section C1.2 of this document.

The Contractor shall comply with all the conditions of the Record of Decision in terms of Section 22(3) of the Environmental Conservation Act, 1989. The Environmental Management Plan is available upon request from the Engineer.

A time-related and a fixed-charge item have been provided in Section A of the Schedule of Quantities. The contractor shall allow for all obligations imposed by the Environmental Management Plan including the appointment of an environmental manager/control officer.

C3.1.20 SAFETY

Contractor

Witness 1

Witness 2

Employer

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Witness 2

Pursuant to the provisions of the GCC (2015), and without in any way limiting the Contractor's obligations there under, the Contractor shall at his own expense (except only where specific provision (if any) is made in the contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) The Principal Contractor must do a Risk Assessment and compile an OHS Plan to be evaluated and approved by the Safety Agent prior to commencement of Construction.
- (b) The Contractor must ensure that regular safety meetings be held, and that the minutes of such meetings be kept in a Safety File, which must be available on site at all times.
- (c) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times.
- (d) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public.
- (e) Implement on the site of the works, such procedures and systems and keep all records as may be required, to ensure compliance with the requirements of the Act at all times.
- (f) Implement all necessary measures to ensure compliance with the Act by all sub-contractors engaged by the Contractor and their employees engaged on the works;
- (g) Full compliance with all other requirements pertaining to safety as may be specified in the Contract (Also refer to Notice to Tenderers).

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act.

For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require. Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of clause 5.11 of the GCC(2015), be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

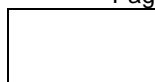
The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in



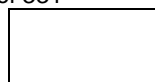
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

respect of the payment of penalties for late completion in accordance with the provisions of clause 5.13.1 of the GCC(2015) should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of subclause 9.2.1 of the GCC (2015) and for the Employer to cancel the Contract in accordance with the further provisions of the said clause 9.2.

In addition to all above safety related requirements the Contractor shall take cognisance of the requirements of the Construction Regulations and OHS Specifications.

C3.1.21 SAFETY OFFICER

OHS must be provided.

The Contractor is required to ensure compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations, in particular the Construction Regulations 2014, to appoint a Health and Safety Officer for the works.

The safety officer shall have a sound knowledge of the Occupational health and Safety Act. He shall preferably have completed the Safety Management Training Course (SAMTRAC) presented by NOSA. He shall also be registered as a Construction Health and Safety office with a recognised Statutory Body. The Contractor shall submit details of the proposed personnel.

C3.1.22 SOURCE OF MATERIAL/BORROW PIT

The contractor will be held responsible for locating legal, licenced and approved sources of all materials complying with the relevant minimum requirements to be used in this contract. No separate payment shall be made for this, as all costs related thereto shall be deemed to be covered by the tendered rates. Where possible materials manufactured or produced locally shall be procured to promote local enterprise.

C3.1.23 PHOTOGRAPHIC RECORD

Prior to the commencement of the work, and during the contract period, a photographic record shall be made of all existing stands and structures to be affected by the construction activities and forwarded to the Engineer prior to the commencement of Works.

No provision has been made in the Schedule of Quantities for this item.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2 ENGINEERING**C3.2.1 DESIGN**

- The Employer is responsible for the design of the Permanent Works as reflected in the Contract Documents unless otherwise stated.
- The Contractor is responsible for the design of the Temporary Works and their compatibility with the permanent Works.
- The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as – Built drawings

C3.2.2 EMPLOYER'S DESIGN

The Employer has designed the permanent works included in this contract. The detail of the works is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions.

C3.2.3 DRAWINGS

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the GCC (2015), provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

C3.2.3.1 ADDITIONAL CONSTRUCTION DRAWINGS

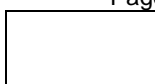
Additional construction drawings will, in terms of Clause 5.9 of the GCC (2015), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.



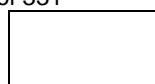
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C3.3 PROCUREMENT**C3.3.1 RESTRICTION OF THE UTILISATION OF PERSONNEL IN THE PERMANENT EMPLOYMENT OF THE CONTRACTOR**

The Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the labour desk / CLO that will be established for the project in consultation with the various communities that are established in proximity to the Works or which will be allocated within the development.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of clause 1.1.1.14 of GCC 2015, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in Part T2 of this document, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

"Key personnel" means all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ.

Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant authorisation of the use of the Contractor's permanent employees other than key personnel, include:

- (a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources as contemplated above.
- (b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract.
- (c) Any other circumstances which the Engineer may deem as constituting a warrant.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3.2 PROVISION OF TEMPORARY WORKFORCE FOR THE CONTRACT

The Contractor shall employ labour from the local community through the labour desk / CLO except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of Clause 4.11 of the GCC (2015) .

Although the Contractor shall adhere to the statutory minimum wage rates, he is however at liberty to negotiate additional incentive payments based on performance. The Occupational Health and Safety Act must be adhered to with reference to the safety of any employee employed by the Contractor. The successful tenderer shall liaise with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor the following if necessary:

- a) A Community Liaison Officer (CLO) for liaison with the recipient community for labour recruitment

The CLO shall attend all site and other meetings concerning the project. Only one CLO shall be appointed per project. If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Engineer, will interview prospective appointees and in their discretion appoint such CLO.

Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph bill of quantities.

Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Municipality/Project Manager who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.

The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract. Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise, contracts of employment must be entered into between each such sub-contractor, and each of the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions.

- The minimum agreed wage rate per hour in respect of labourers.
- The agreed pay rate per unit of production where applicable.
- UIF and WCA payments.
- Minimum working hours per day.
- Start and end times of a daily shift.
- Lunch break times
- Company policy regarding Rain time
- Sickness and absenteeism
- Disciplinary matters
- Grievances
- Method and frequency of payment.
- Work clothes and safety equipment to be issued.
- Labour Desk

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 CONSTRUCTION**C3.4.1 STANDARD SPECIFICATIONS**

C3.4.1.1 The Standard specification, are carried out strictly in accordance with SANS 1200 - "Standard Specification for Civil Engineering Construction" as approved by the Council of the South African National Standards.

C3.4.1.2 For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply –

SANS 1200 A : General
SANS 1200 C : Site Clearance (Amendment, 1982)
SANS 1200 D : Earthworks (Amendment 1, 1990)
SANS 1200 DB: Earthworks (Pipe Trenches)
SANS 1200 DK: Gabions and Pitching
SANS 1200 DM: Earthworks (Roads, Subgrade)
SANS 1200 G : Concrete (Structural)
SANS 1200 HA: Structural Steelworks
SANS 1200 L : Medium Pressure Pipelines
SANS 1200 LB : Bedding (Pipes)
SANS 1200 LC : Cable Ducts
SANS 1200 LE : Stormwater Drainage
SANS 1200 ME: Subbase
SANS 1200 MF: Base
SANS 1200 MJ : Roads (Segmented Paving)

C3.4.1.3 The term “project specifications” appearing in any of the SANS 1200 standardised specifications must be replaced with the terms “scope of work”.

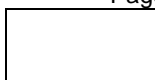
C3.4.1.4 References from, and variations and additions to the Standard Specifications and Particular Specifications are included in section C3.4.2.



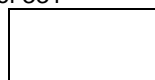
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C3.4.2 E.P.W.P. LABOUR INTENSIVE SPECIFICATION**C3.4.2.1 LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF**

Contractors having a CIDB contractor grading designation of 4CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2019 to 30 June 2021, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2019 to 30 June 2021 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2019 to 30 June 2021 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

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor / Contracts Manager	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e., the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction process	Skills Programme against this single unit standard

C3.4.2.2 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

C3.4.2.2.1 Requirements for the sourcing and engagement of labour

Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour. The minimum wage rate for local E.P.W.P. labourers for 2023 is R12.75 per hour or R 102,00 per 8 hour day or per task as per the National Minimum Wage Act No. 9 of 2018 and all conditions stipulated in the annually published Ministerial Determination for Public Works Programmes. The current daily wage rates the municipality is paying is **R180,00**. For this 18 month project it is proposed that **R 200 per day/task** be the stipulated wage rate.

Tasks established by the contractor must be such that:

- the average worker completes 5 tasks per week in 40 hours or less; and,
- the weakest worker completes 5 tasks per week in 55 hours or less.

The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of C3.4.3.2.1

The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- where the head of the household has less than a primary school education.
- household with people living with disability.
- that has less than one full time person earning an income;
- where subsistence agriculture is the source of income.
- those who are not in receipt of any social security pension income.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- 60 % women.
- 20% youth who are between the ages of 18 and 35; and
- 2% on persons with disabilities.

C3.4.2.3 SPECIFIC PROVISIONS PERTAINING TO SANS 1914-5

Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

C3.4.2.3.1 Contract participation goals

The contract participation goal aim to be 30% of the total contract value. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid, and any training allowance paid in respect of agreed training programmes.

C3.4.2.4 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.

C3.4.2.5 VARIATIONS TO SANS 1914-5

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.

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.

C3.4.2.6 TRAINING OF TARGETED LABOUR

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.

The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

A copy of this training request made by the contractor to the DOL provincial office must also be e-mailed to the E.P.W.P. Training Director in the Department of Public Works – MziwabantuNtese, email mziwabantu.ntese@dpw.gov.za Tel: 0414082305/2029.

The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

The contractor shall do nothing to dissuade targeted labour from participating in trainingprogramme.

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 C3.4.2.6 above.

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

C3.4.3 VARIATIONS, AMENDMENTS AND ADDITIONS TO STANDARD AND PARTICULAR SPECIFICATIONS

The following variations and additions to the Standard and Particular Specifications will be applicable to this Contract.

C3.4.3.1 DEPARTMENT OF WATER AND SANITATION SPECIFICATIONS

- DWS1110 : Department of Water Affairs, "Standard Specification for construction of pipelines."
- DWS1130 : Department of Water Affairs, "Standard Specification for the manufacture and supply of steel pipes, specials and fittings for duties up to 4,6 MPa design pressure."
- DWS1131 :Department of Water Affairs, "Standard Specification for the lining and coating of steel pipes and specials."
- DWS1740 : Department of Water Affairs, "Standard Specification for plumbing"

The various documents listed in section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of section C3.4.3 conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.3 shall prevail.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4.3.2 INTRODUCTION

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications. Additional clauses are preceded by an asterisk “*”.

Tenderers must make provision for all the relevant Project Specifications to be included when calculating the prices of the various items in the Bill of Quantities.

In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of C1.2 Contract Specific Data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200A: GENERAL**PSA 1: GENERAL****PSA 1.1: SCOPE**

Replace sub-clause 1.1 with the following:

This specification covers requirements, principles and responsibilities of a general nature which are normally applicable to all civil engineering contracts as well as the requirements for the contractor's establishment on site.

PSA 2: INTERPRETATIONS**PSA 2.3: DEFINITIONS**

(a) General

Add the following definitions:

- General Conditions: The GCC (2015) specified for use with this Contract and the Special Conditions of Contract.
- Specified: As specified in the Standardized Specifications, the Drawings or Project specifications.
- Eskom: The terms "ESCOM", "ESC" and "Electricity Supply Commission" shall mean "Eskom".

(c) Measurement and Payment:

Replace the definitions for fixed charge, time-related and value-related charge, with the following:

- Fixed charge: A charge that is not subject to adjustment on account of variation in value of the Contract Amount or the Contract Time of Completion.
- Time-related charge: A charge, the amount of which is varied in accordance with the time for completion of the work, as adjusted in accordance with the provisions of the Contract.
- Value-related charge: A charge, the amount of which is varied pro rata the final value of the measured work executed and valued, in accordance with the provisions of the contract.

PSA 2.4: ABBREVIATIONS

Add the following to SANS 1200 A, sub-clause 2.4(b):

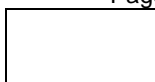
"MAMDD: Modified AASHTO maximum dry density."



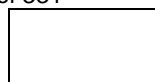
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSA 2.8 ITEMS IN SCHEDULE OF QUANTITIES**PSA 2.8.1 PRINCIPLE**

In the fourth line of SANS 1200 A, sub-clause 2.8.1, after the word "specification", add:

"Or in the measurement and payment clause of the standard specification, particular specification or project specification".

Add the following to SANS 1200 A, sub-clause 2.8.1:

"Items which are designated as provisional quantities or provisional in the Bill of Quantities are intended to provide for works, the need or extent of which cannot be forecast. Work scheduled as such shall only be undertaken on the written instruction of the Employer's Agent and, where applicable, shall be paid for at the tendered rate or in the absence of rates shall be valued in accordance with Clause 6.4 of the GCC (2015) The Bill of Quantities shall not be used for ordering purposes and no liability or responsibility shall be admitted by the Employer's Agent in respect of materials ordered or procured by the Contractor on the basis of the Bill of Quantities."

PSA 2.8.2 PRELIMINARY AND GENERAL SECTION

Add the following to SANS 1200 A, sub-clause 2.8.2:

"In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of:

- Contract Specific Data C1.2
- Scope of Work C3.1 to C3.4
- Site Information C4

Facilities for the Contractor shall include all the costs of providing water for construction other than the water required for watertightness testing of water retaining structures. Water for such tests will be measured according to PSG 7.2.5 Watertightness test.

The Contractor is to make his own arrangements with the JOE GQABI DISTRICT MUNICIPALITY for water and sanitation connections. No separate payment will be made for the cost of constructing and maintaining the temporary access roads, the removal of the roads and the reinstatement of the areas, on completion. The sums tendered for in the Bill of Quantities shall include all such costs."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following new sub-clause to SANS 1200 A, sub-clause 2.8:

PSA 2.8.3 TIME-RELATED ITEMS

"The Contractor shall tender a lump sum in the Bill of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

- i) The maintenance of his whole organization as established for this Contract.
- ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender, where applicable.
- iii) Compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.

The Contractor shall tender a lump sum for the above-mentioned items. Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200: A. Provided that the total of the monthly amounts, so paid for the item, is not out of proportion to the value of the progress of the works as a whole.

The Contractor will not be paid Time-Related Preliminary and General Charges for any Special Non-Working Days, which shall be deemed to have been allowed for in his rates. The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order:

$$\frac{1 \times 2}{3}$$

- 1) Sum of Tendered amounts for Time Related Items
- 2) Extension of Time authorised by variation order.
- 3) Tender contract period

* For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December/January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional Time-Related costs, irrespective of the actual period required to complete the Contract including its authorised extensions. In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula. In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula. Where extension of time is approved, payment for time-related items shall only be applicable to working days as defined in the Contract."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 3: MATERIALS**PSA 3.1: QUALITY**

Add the following:

All materials used in this Contract shall be the official SANS mark where applicable. All materials shall be new and of the best quality available unless otherwise specified.

Add the following sub-clause:

PSA 3.3: Ordering of Materials

The quantities set out in the Schedule of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the works in accordance with the Specifications and Drawings issued to the Contractor for construction purposes.

Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from Drawings issued for tendering purposes only, shall be entirely at the Contractor's risk and the Employer accepts no liability whatever in respect of materials ordered by the Contractor for construction purposes.

PSA 4: PLANT**PSA4.2: CONTRACTOR'S OFFICES, STORES AND SERVICES**

Add the following:

The location of the Contractor's offices, stores and services on site shall be subject to approval by the Engineer.

The Contractor's office is to include an air-conditioned facility with furniture suitable for the use during site meetings, accommodating 12 persons.

The Contractor's designated site agent shall be in possession of a cellular telephone.

No additional payment is made for this service and shall be deemed to be included in the preliminary and general.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA4.4 Medical Facilities and Safety Equipment

Add new sub-clause A4.4:

The Contractor shall provide a First Aid cabinet fully equipped and maintained with the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational Health and Safety Act (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act (Act 85 of 1993).

The Contractor shall designate his Safety Officer and Qualified First Aider. The Contractor shall give copies of the minutes of the site safety meetings to the Engineer.

PSA 5: CONSTRUCTION**PSA 5.1: SURVEY****PSA 5.1.1: SETTING OUT OF WORKS**

Substitute the first sentence of Clause 5.1.1 with the following:

The engineer will provide information for setting out of the works.

Add the following:

The Contractor shall be responsible for the true and proper setting out of the Works from the basic control points shown on the Drawings or indicated by the Employer's Agent Representative on site and shall ensure the correct location of the Works in relation to such points. The Contractor has to ascertain himself of the correctness of the pegs and benchmarks in the field. Any discrepancy shall be immediately reported to the Employer's Agent Any costs arising from failure to do so, shall be the responsibility of the Contractor. The Employer's Agent may alter any part of the works to suit local conditions if necessary.

Setting out the Works will not be measured and paid for directly, and compensation for the works involved in setting out shall be deemed to be covered by the rates and prices tendered and paid for in the various items of works included under this Contract.

PSA 5.2: WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

Add the following:

All open excavations shall be properly demarcated with reflective tape, barricading and any other requirements that the Local Authority has.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall make adequate provision for the supply of temporary warning signs, barriers drums etc to the satisfaction of the Engineer for the entire duration of the contract. Road and traffic signs shall comply with the requirements of the "South African Road Traffic Manual".

PSA 5.3: PROTECTION OF STRUCTURES

Add the following provision:

The contractor must contact house owners at least two weeks prior to working in close proximity to existing buildings and to inspect buildings before and after work had been completed.

PSA 5.4: LOCATION AND PROTECTION OF EXISTING SERVICES

Add the following provisions:

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work.

As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 5.7: SAFETY

Add the following:

5.7.1 CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (Employer) for the contract under consideration.

The Contractor's attention is specifically drawn to the following Acts, and particularly to the relevant regulations under each Act, copies of which shall at all times be kept by him on the Site:

- The Factories, Machinery and Building Work Act (Act 22 of 1941)
- The Explosives Act (Act 26 of 1956)
- The Mines and Works Act (Act 27 of 1956)
- The Occupational Health and Safety Act (Act 85 of 1993)

The Contractor is also required to comply with the safety precautions set out in the following publications, copies of which shall also be kept by him on the Site:

- The Code of Practice relating to the safety of men in civil engineering inspection pits and small –diameter vertical shafts. (Transactions of the South African Institution of Civil Engineers, Vol. 2, No. 11, November 1960, obtaining from the Secretary, S.A. Institution of Civil Engineers, PO Box 93495, Yeoville, 2143).
- The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014 and are not repeated in detail, but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.
- Appointment of a Construction safety officer
- Instituting a Health and safety committee in terms of Sections 17 and 18 of the OHSA)
- Appointment of Health and safety representatives (in terms of Sections 17 and 18 of the Act)
- Confirming the Contractor's position in relation to the Employer (Client) (Regulation 4)
- The Principal Contractor and Contractor (Regulation 5)
- Supervision of construction work (Regulation 6)
- Risk assessment (Regulation 7)
- Fall protection (Regulation 8)
- Structures (Regulation 9)
- Formwork and support work (Regulation 10)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Excavation work (Regulation 11)
- Demolition work (Regulation 12)
- Tunnelling (Regulation 13)
- Scaffolding (Regulation 14)
- Suspended platforms (Regulation 15)
- Boatswain's chairs (Regulation 16)
- Material Hoists (Regulation 17)
- Batch plants (Regulation 18)
- Explosive powered tools (Regulation 19)
- Cranes (Regulation 20)
- Construction vehicles and mobile plant (Regulation 21)
- Electrical installation and machinery on construction sites (Regulation 22)
- Use of temporary storage of flammable liquids on construction sites (Regulation 23)
- Water environments (Regulation 24)
- Housekeeping on Construction sites (Regulation 25)
- Stacking and storage on construction sites (Regulation 26)
- Fire precautions on construction sites (Regulation 27)
- Construction welfare facilities (Regulation 28)

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

Add new clause 5.9 and 5.10.

PSA 5.9: ACCOMMODATION OF TRAFFIC

Temporary traffic signs shall be erected at all diversions.

The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadwork's in Urban Areas", as published by the Department of Transport. Traffic signs shall have a yellow background with either a red / black border.

PSA 5.10: SITE MEETINGS

The contractor will be required to attend site meetings, normally held monthly, and progress meetings, to discuss general progress, quality of work, problems, claims, payments, etc.

PSA 6: TOLERANCES

Add new subclause 6.2:

PSA 6.2: GENERAL

No guarantee is given that the full specified tolerance will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or then clearly not applicable all quantities for measurement and payment shall be determined from the "authorised" dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineers, without any allowances for the specified tolerances.

If the work is therefore constructed in accordance with the "authorised" dimensions plus or minus the tolerances allowed, quantities will be based on the "authorised dimensions regardless of the actual dimensions to which the work has been constructed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

When the work is not constructed in accordance with the “authorised” dimensions plus or minus the tolerances allowed, the Engineers may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the “authorised” dimensions, and where the actual dimensions are less than the “authorised” dimensions minus the tolerance allowed quantities for payment shall be based on the actual dimensions as constructed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 7: TESTING**PSA7.1: PRINCIPLES**

Add the following:

The onus rests on the Contractor to produce work, which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings and the Contractor must at his own expense, institute a quality control system and provide experienced engineers, foremen, surveyors, materials technicians and other technical staff, together with all instruments and equipment, to ensure adequate supervision and positive control of the works.

The cost of all supervision and process control, including testing, so carried out by the Contractor, shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various sections of the Specifications regarding the minimum frequency of the testing that will be required for process control. The Contractor shall at his own discretion increase the frequency where necessary to ensure adequate control.

The Contractor shall submit to the Employer's Agent the results of all relevant tests, measurements and levels indicating compliance with the specifications on completion of every part of the work for examination.

Should the results of any of these tests fall below the required standards as specified in the specifications, the cost of any additional tests required by the Employer's Agent will be to the account of the Contractor.

PSA 7.1.1 CHECKING

Add the following:

The Contractor shall be responsible for all control testing required on the project and costs thereof will be deemed to be included in the tendered rates. This clause covers any additional or control testing as may be required by the Engineer. Any such additional testing shall be undertaken by a nominated independent person /laboratory.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 7.2: APPROVED LABORATORIES

Add the following:

The independent laboratory used by the Contractor and approved by the Engineer shall also be deemed to be an approved laboratory. All tests must be done according to the tests prescribed in the SANS 1200 under the relevant sections.

Replace clause 7.4 with the following:

PSA 7.4: STATISTICAL ANALYSIS OF CONTROL TESTS

Statistical control methods will not be applied under this contract.

PSA 8: MEASUREMENT AND PAYMENT**PSA 8.1: MEASUREMENT**

Replace the contents of sub-clause 8.1.2 with the following:

PSA 8.1.2: PRELIMINARY AND GENERAL ITEM OR SECTION

The Contractors tendered sums under Items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- Risks, costs and obligations in terms of the GCC(2015) and of this Standardized Specification, except to the extent that provision is made in these Project Specifications to cover compensation for any of these items of work.
- Head Office, site overheads, supervision, profit, and financing costs.
- Expenses of a general nature not specifically related to any item or items of permanent or temporary work.
- Providing facilities on site for the Contractors personnel, including offices, storage facilities, workshops; ablutions, for providing services such as water, electricity, sanitation and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of the facilities and the cleaning-up of the camp site on completion of the Works; and
- Providing facilities for the Engineer and his staff as specified in SANS 1200 A (if applicable) and these Project Specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 8.2: PAYMENT

Replace the contents of sub-clause 8.2.1 with the following:

PSA 8.2.1: FIXED-CHARGE AND VALUE-RELATED ITEMS (SUB-CLAUSES 8.2.1. AND 8.3)

The tendered sums for the fixed-charge and value related items in the P&G Section of the Schedule of Quantities shall not be subject to any variation if the actual value of the work done exceeds or falls short of the accepted tendered amount within the limit stated in Clause 6.3 of the GCC(2015), or if extension of time for the completion of the works is granted.

Payment for fixed-charged and value-related items will be done in three separate payments as follow:

- 40% of total cost after the Contractor has stabilised and equipped the site office and after the Employer's Agent is satisfied that a substantial start of the actual construction work has been made;
- 40% of total cost after 50% of the actual work (excluding material on site) has been completed and approved by the Employer's Agent;
- 20% of total cost on issue of practical completion certificate by Employer's Agent, according to the guidelines of the GCC (2015).

Replace the contents of sub-clause 8.2.2 with the following:

PSA 8.2.2: TIME-RELATED ITEMS

Subject to the provisions of 8.2.3 and 8.2.4, payment under Item PSA 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period in months, provided always that the total of the monthly amounts so paid for the item is not more than in proportion to the progress of the Works as a whole.

Should the Engineer grant an extension of the time for completion of the Works, the Contractor will be entitled to an increase in the sum tendered for the time-related item, which increase shall be in the same proportion to the original tendered sum as the extension of time is to the original time for completion of the Works.

Payments for such increased amounts will be taken to be full compensation for all additional time-related Preliminary and General Costs that result from the circumstances pertaining to extension of time granted, provided always that the total of the monthly

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

amounts so paid for the item is not more than in proportion to the progress of the Works as a whole.

If the works is completed before the end of the original time period allowed for completion of the works, the tendered amount of a time related item that is influenced by the earlier completion would be reduced similarly.

PSA 8.2.2.1: STANDING TIME COSTS DUE TO RIOT, ETC. FOR THE CONTRACTOR'S TOTAL OPERATION.

The unit for measurement shall be a working day, and a working week shall be held to consist of five working days and a working day of 9 hours, unless otherwise agreed upon.

The sum per working day tendered under this time-related item shall represent that part of the Contractor's costs for standing time of whatever nature.

This payment item will only be applicable to delays in the execution of the Works and additional costs which in the opinion of the Employer's Agent are incurred as a result of riot, commotion, politically motivated sabotage and acts of terrorism, or disorder outside the control of the Contractor.

The provision of this clause shall in no way prejudice the right of the Employer or the Contractor to terminate the Contract under the provisions of Clause 9 of the GCC (2015).

Add a new clause 8.2.5

PSA 8.2.5: PRINCIPLES FOR SAFETY

It is a condition of this contract that Contractors who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in Clauses PSA 5.7 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

However, should it be necessary to appoint a dedicated Construction Safety Officer in terms of Clause PSA 5.7 on the instruction of the Inspector of the Department of Labour, as ordered by the Engineer, payment will be considered for such appointment.

b) Records and Registers,

The keeping of health and safety-related records and registers as described in PSA 5.7 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

PSA 8.3: SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

Replace the sub-clause 8.3.1 with the following:

PSA 8.3.1: CONTRACTUAL REQUIREMENT

PSA 8.3.1.1: FIXED PRELIMINARY AND GENERAL CHARGES UNIT: SUM

The sums tendered shall include full compensation for all fixed preliminary and general charges as described in SANS 1200 A sub-clause 8.1.2.2 (c). Payment will be made as described in PSA 8.2.1

**PSA 8.3.1.2: VALUE-RELATED PRELIMINARY AND GENERAL CHARGES
UNIT: SUM**

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in SANS 1200 A sub-clause - 8.1.2.2 (c). Payment will be made as described in PSA 8.2.1.

PSA 8.3.2: ESTABLISHMENT OF FACILITIES ON THE SITE

Replace the sub-clause 8.3.2.1 with the following:

PSA 8.3.2.1: FACILITIES FOR ENGINEER

- b) The Contractor to provide one furnished site office for the use of the Employer's Agent and his representative sage to the requirements of SANS 1200 AB 3.2 or similar approved. A monthly time-related provisional sum has been included in the Schedule of Quantities to cover the rental costs of accommodation for the Employer's Agent Representative. These amounts shall be payable by the Contractor to the Employer's Agent according to the provisional sums allowed and upon receipt of a tax invoice for such amounts.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall provide and maintain one carport with waterproof roofing for the duration of the Contract for the use of the Employer's Agent. The floor shall consist of crushed aggregate to alleviate dusty and muddy conditions or similar approved.

c) Cellular Telephone

No cellular telephone has to be provided for the Employer's Agent Representative for the duration of the contract. Measurement and payment shall only be made for the relevant time related item.

d) Name Board

Number of name boards as per Bill of Quantity will be ordered by the Contractor according to the Employer's Agent's specifications, complete with dimensions, wording, and specifications as prescribed, within one month from the commencement date. The Contractor shall be responsible to transport the name board to site and to erect it at the indicated position on suitable supporting posts. The Contractor shall remove the name board completely from site after construction is completed before the last payment certificate shall be approved.

Add the following additional sub-item:

Parking bay (1).....Unit: Sum

Air Conditioning Unit.....Unit: Sum

The sum tendered shall cover all costs as specified in Sub-clause 8.3.2.3 of SANS 1200 A to provide the facility as specified in Clauses PSA 8.3.2.1.

PSA 8.4: SCHEDULED TIME-RELATED ITEMS

Replace the following sub-clauses:

**PSA 8.4.1: TIME-RELATED PRELIMINARY AND GENERAL CHARGES
UNIT: SUM**

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in SANS 1200 sub-clause 8.1.2.2 (c). Payment will be made as described in PSA 8.2.2.

The Contractor shall tender a lump sum in the Schedule of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
- (i) The maintenance of his whole organization as established for this Contract.
 - (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the GCC (2015) or Tender where applicable.

Compliance with all general conditions and requirements, which are not specifically, measured elsewhere for payment in these Contract Documents. The Contractor shall tender a lump sum for the abovementioned items.

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200: A.

The Contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates.

PSA 8.4.2: OPERATION AND MAINTENANCE OF FACILITIES ON SITE

The tendered sums for the fixed-charge and value related items in the P&G Section of the Schedule of Quantities would not be subject to any variation if the actual value of the work done exceeds or falls short of the accepted tendered amount within the limit stated in Clause 6.11 of the GCC (2015).

PSA 8.4.2.1: FACILITIES FOR THE ENGINEER

Add the following additional sub-item:

- a) Cellular Telephone

No cellular telephone has to be provided for the duration of the contract. However, the contractor is responsible for costs up to R1 000.00/month all-inclusive.

- b) Name boards

Name boards shall be maintained for the duration of the Contract.

- c) Survey Assistants and Materials

The contractor shall provide survey equipment on the site from the commencement to the completion of the works, which shall also be for the use of the Employer's Agent and his representatives. A list is given in PSAB 5.7.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- d) Hotel or other Accommodation or office required for the Employer's Agent Representative.

These items will include the cost of rented office accommodation and the provision of telecommunication facilities to the Employer's Agent. The Contractor will be responsible for this prime cost items to the amount of R10 500.00 per month. These services will be provided to the Contractor by the Employer's Agent and will be billed in advance. These items will include all overhead costs, maintenance and insurance with respect to the provision of office accommodation and cellular- and landline telecommunication facilities. This item shall be payable to the Employer's Agent prior to certification of the second construction payment certificate.

Administrative assistance to the Contractor

This item will entail the pension of administrative assistance to the Contractor by the Employer's Agent and will include assistance relating to the:

- Calculation and determination of project quantities.
- Compilation of construction payment certificates; and
- Copy and submission of construction payment certificate.

The Contractor will be responsible for this prime cost item to the amount of R7 500.00 per month. This item will be billed in advance and will be payable to the Employer's Agent prior to certification of the second construction payment certificate. This item will include all computer related / electronic work, facsimiles, printing and copying as well as travelling and time-based work in this instance.

- e) Health and Safety Inspections on Site

This item will include the provision of Health and Safety Inspections on Site by a certified Health & Safety Office under the auspices of the Employer's Agent. The Health and Safety Officer will ensure compliance the Contractor with the OHS Act and he will have the authority to stop construction work on Site will be responsible for this prime cost item to the amount of R9 500.00 per month. This service will be billed in advance and the item shall be payable to the Employer's Agent prior to certification of the second construction payment certificate.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

f) Environmental Management Plan Audits

This item will include the provision of Environmental Management Plan (EMP) Audits on Site by an Environmental Control Officer (ECO) under the auspices of the Employer's Agent. The ECO will monitor compliance of the Contractor with the EMP and will be responsible for this prime cost item to the amount of R12 000.00 per month. This service will be billed in advance and the item shall be payable to the Employer's Agent prior to certification of the second construction payment certificate.

The sums tendered shall cover all costs as specified in Sub-clause 8.4.2.3 of SANS 1200 A and 5.5 of SANS 1200 AB to operate and maintain these facilities.

PSA 8.5: SUMS STATED PROVISIONALLY BY ENGINEER

Add the following sub items:

c) Additional land survey

(i) Additional land survey ordered by Engineer Unit: Prov. Sum

(ii) Percentage charges and profit on (c)(i) Unit: %

The provisional sum provided for the cost of additional survey for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

d) Additional tests

(i) Provisional sum for additional tests ordered by Engineer Unit: Prov. Sum

(ii) Percentage charges and profit on (d)(i) Unit: %

The provisional sum provided for additional tests ordered by the Engineer shall cover the cost of acceptance control tests specifically ordered by the Engineer to his discretion and executed by an approved commercial laboratory.

e) Selected Sub-Contractors

(i) Training Consultant (Provisional) Unit: Prov. Sum

(ii) Percentage charges and profit on (e)(i) Unit: %

f) Review and approval of Health and Safety Plan

(i) Review and approval of Health and Safety Plan Unit :Prov. Sum

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(ii) Percentage charges and profit on (f)(i)..... Unit :%

g) Conduct bi-monthly Safety Audits

(i) Conduct bi-monthly Safety Audits Unit:Prov. Sum

(ii) Percentage charges and profit on (g)(i)..... Unit: %

The provisional sum provided for the cost of Selected Sub-Contractors for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

h) Repairs & Refurbishments to existing sewage infrastructure

(i) Repairs & Refurbishments to existing sewage infrastructureUnit: Prov. Sum

(ii) Percentage charges and profit on (h)(i) Unit: %

The provisional sum provided for the cost of repairs and refurbishments to existing sewage infrastructure, not damaged by the Contractor for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

j) Community liaison

(i) Paying PSC members for monthly attending meetings Unit: Prov. Sum

(ii) Percentage charges and profit on (j)(i) Unit: %

(iii) Community Liaison Officer Unit: Prov. Sum

(iv) Percentage charges and profit on (j)(iii) Unit: %

The provisional sum provided for the cost of community liaison including the cost of the project steering committee (PSC) activities for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

k) Appointment of a Construction Health and Safety Officer

(i) Appointment of a construction Health and Safety Officer.... Unit: Prov. Sum

(ii) Percentage charges and profit on (k)(i) Unit: %

The stated provisional sum shall be employed to cover the cost for the appointment of a full-time or part-time dedicated Construction Health and Safety Officer as directed by an Inspector of the Department of Labour, and as ordered by the Engineer.

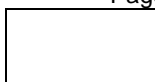
Should the Construction Health and Safety Officer be selected from the Contractor's own personnel, payment will only be considered for proven competence.



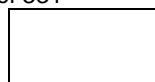
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Additional cost claimed by the Contractor due to the additional duties of the appointee. and approved by the Engineer.

l) General Compliance with the Environmental Management Plan (EMP)

(i) Contractor's general compliance to the EMP Unit: Sum

(ii) Percentage charges and profit on (k)(i)Unit: %

The sum tendered is for the Contractor's general compliance to Environmental Management Plan (EMP), the specifications for which are stated in C3.1.17

Failure to provide any item or comply with any instruction of the Responsible Person will be cause for non-payment of the whole sum and for ordering the cessation of works.

m) Provision for total de-establishment and re-establishment within 24 months at the instruction of the EngineerUnit: Prov. Sum

The provisional sum provided for the cost of de-establishment within a 24-month period on instruction by Engineer. The sum shall only be expended as required and approved by the Engineer.

n) The provision of PPE for the EngineerUnit: Prov. Sum

The provisional sum provided for provision of Personal Protective Equipment (PPE) for the Engineers' use and allocation. The sum shall only be expended as required and approved by the Engineer.

PSA 8.6: PRIME COST ITEMS

Add the following sub-paragraph:

PSA 8.6.1: OPERATIONAL AND MAINTENANCE TRAINING OVER CONSTRUCTION PERIOD (PROVISIONAL)

Payment for the operational and maintenance training shall be at the tendered day work rates for the months worked. Appointment of training facilitators by the Contractor shall only be made on approval by the Engineer.

a) Artisans to do maintenance on bulk lines..... Unit: Month

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(i) Handling Costs and profit in respect of sub item (a)Unit: %

b) Plumbers..... Unit: Month

i) Handling Costs and profit in respect of sub item.....Unit: %

PSA8.7: DAYWORK

Add the following sub-paragraph:

PSA8.7.1: PROVISIONAL SUM FOR THE PROVISION OF TECHNICAL SUPPORT ON SITE/CONSTRUCTION MONITORING TO ASSIST THE CONTRACTOR

a) Generic Skills

(i) Training Costs Unit: Prov Sum

(ii) Handling cost and profit in respect of a(i)Unit: %

b) Appointment of local student trainees

(i) Appointment of trainees for the duration of the contract..... Unit: Prov Sum

(ii) Management and Support costs and profit in respect of b(i)Unit: %

Expenditure under items (a)(i) and (b)(i) shall be made in accordance Clause 6.6 of the GCC (2015).

The tendered percentage under items (a)(ii) and (b)(ii) shall include full compensation for the handling costs of the Contractor and the profit in connection with his duties.

PSA 8.8: TEMPORARY WORKS

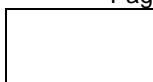
NB: The Contractors obligation under this section shall not be measured and paid for directly (except as hereinafter provided for) and compensation for the work involved in complying with these obligations will be deemed to be covered by the rates and amounts tendered for the various items of work included under the contract.



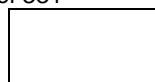
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSA 8.8.2: ACCOMMODATION OF TRAFFIC UNIT: LUMP SUM

Add the following to 8.8.2

The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required for the guarding and protection of the Works as well as all other costs to accommodate the traffic during construction.

Where the new works interferes with the existing roads, the Contractor shall construct these sections of the works under traffic. The work will involve catering for the safe and easy passage of public traffic in all weather, both day and night for the full traffic control and signposting.

The Contractor may alternatively make his own arrangement for detours to be constructed, all subject to the Engineers approval.

All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual and the requirements of the relevant road authority. All temporary traffic control facilities shall also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Road works Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)

PSA 8.8.5: COST OF SURVEY IN TERMS OF THE LAND SURVEY ACT

Replace the items in 8.8.5 with the following:

The tendered rate shall cover all costs pertaining to setting out the works and for the provision of as-built survey data by the Contractor, showing coordinated locations and elevations for all items of construction. The Contractor will be responsible for the accuracy of the as-built survey data provided to the Engineering Representative. The as-built survey data is to be provided electronically to the Engineering Representative in a format that has been approved by the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 8.9**MISCELLANEOUS ITEMS****PSA 8.9.1****ENGINEERING SURVEYOR AS DIRECTED BY ENGINEER**

The provisional amount will be deemed to cover the costs for an engineering surveyor for the works when required or as directed by the Engineer. The surveying of the works is to be used for checking of design purposes or for proposed design alternatives.

PSA 8.9.2**SPECIALISED TESTING AS DIRECTED BY ENGINEER**

The provisional amount will be deemed to cover the costs for the specialized of testing of the works, either materials or the completed works themselves when required or as directed by the Engineer.

PSA 8.9.3**COMPENSATION OF LAND CLAIMS**

The provisional amount will be deemed to cover the costs for the compensation of land claims if required during the works. Any land claim that may arise will be dealt with by the ISD and the PSC. No land claims may be compensated for without the approval of the Engineer.

PSA 8.9.4**AS-BUILT DRAWINGS**

The bid amount will be deemed to cover all the costs associated with for the provision of as-built drawings on completion of the works. The as-built drawings must be compiled from a survey of the completed works that is executed by an accredited and approved professional land surveyor.

PSA 8.9.5**WORK TO BE CARRIED OUT BY OTHERS**

A sub-contractor tended will be called for whereby sub-contractors will bid on the scope of works as itemized. The successful sub-contractor will then be appointed by the main contractor, and he/she will report to the main contractor. The bid amount will be deemed to cover all the costs associated for the appointment of the sub-contractor to construct the works as itemized in the bill of quantities and in accordance with the sub-contractors form of offer and acceptance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 8.10 TRAINING AND MANAGEMENT OF LOCAL SUB-CONTRACTORS (SMME'S)**PSA 8.10.1 TRAINING OF LOCAL SUB-CONTRACTORS (SMME'S)**

The main contractor will ensure that a mentorship and training programme be implemented for all sub-contractors (SMME's). The mentorship and training programme will be evaluated by the Engineer prior to being implemented.

The provisional amount will be deemed to cover the costs for an expense's incurred for the training and mentorship programme of sub-contractors (SMME's).

PSA 8.10.2 MANAGEMENT OF LOCAL SUB-CONTRACTORS (SMME'S)

The Main contractor will be liable for the management of the sub-contractors (SMME's) in accordance with Clause 4.4 of the General Conditions of Contract for Construction Works, Third Edition (2015).

The provisional amount will be deemed to cover the costs for an expense's incurred for the management of the sub-contractors (SMME's).

Add the following clause:

PSA 9: DRAWINGS**PSA 9.1: SUBMIT DETAIL AS-BUILT DRAWINGS OF EXISTING SERVICES AND ADJUSTMENTS TO CONSTRUCTION DRAWINGS**

The Contractor will be responsible for the submission of all as-built drawings of all existing services intersecting pipeline trenches as well as any applicable adjustments to the construction drawings. The lump sum tendered shall include full compensation for all information in the possession of the contractor as required above in order to complete the as-built drawings must be submitted to the Employer's Agent Representative before a certificate of completion will be issued for the works.

PSA 9.2: DETAILED SETTING OUT OF THE WORK

The contractor will ensure that all the works be set out from existing survey beacons by a registered surveyor. The sum tendered shall be regarded as inclusive of all related survey work on site.

The Employer's Agent will provide survey beacons (of adequate type and in sufficient quantity) as bench marks. From information provided on drawings issued by the Employer's Agent, the Contractor shall be responsible to provide all positions and levels, of all intermediate points required for proper control of the works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

As bench marks may be disturbed during the execution of the works, all levels and setting out pegs shall be referred to at least two bench marks. The contractor will ensure that all works are set out from existing survey beacons by a professional registered land surveyor. The setting out data, including the elevation (obtain x, y, z coordinates) from these pegs shall be submitted to the Employer's Agent evaluate final natural ground levels (NGL) prior to the commencement of excavations. In the case of deviation from the original pipe route for whatever reason, the contractor will at his own cost survey the new proposed route, and submit the data to the Employer's Agent for approval.

Preservation and replacement of beacons and pegs will be subject to the Land Survey Act, 1927 (Act No 9 of 1927).

PSA 9.3: ADJUSTED PAYMENT FOR TIME-RELATED ITEMS

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order:

Sum of Tendered amounts for:

Time Related Items X Extension of Time authorised by variation order divided by the Tender contract period

*For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December/January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 9.4: COMPILE AND SUBMIT HEALTH AND SAFETY PLAN

The lump sum tendered shall include full compensation for the provision and maintenance of a Health and Safety Plan, risk assessment, permit applications and notifications as called for in the Act and Regulations.

Eighty percent (80%) of this amount will be paid when an approved Health and Safety Plan has been achieved. A further 10% will be paid when the value of work certified by the Employer's Agent exceeds one half of the tender price and the remaining 10% will be payable upon issue of a completion certificate.

PSA 9.5: COMPLIANCE WITH OHS ACT AND REGULATIONS

(Including the Construction Regulations 2014) Unit: Sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract inter alia of the following:

- Provision and maintenance of Health & Safety File.
- Provision of construction supervisors and safety officers.
- Health and Safety training for employees and subs.
- Provision of protective clothing.
- Provision of safety fences, signs and barricades; and
- Scheduling of monthly safety meetings and providing monthly reports accordingly, etc.

This sum will be paid to the contractor in equal monthly amounts subject to proper/substantial compliance.

PSA 9.6: CONTROL OF WATER

The Contractors are warned that the water table might be high due to the location of the construction site, fact that this site is situated in a high rainfall area and considering that the construction period may run into rainy season.

The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works and for the handling of any sub-

Contractor

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surface water especially in excavations for terraces and trenches that may affect the Works and for the handling of all spoiled water when disconnecting existing water connections or valves. All payments to be made in this regard and all costs related thereto, shall be deemed to be included in the relevant items that are included in the Schedule of Quantities.

Contractor

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Employer

Witness 1

Witness 2

PSD**SANS 1200 (SECTION D): EARTHWORKS****PSD 3****MATERIALS****PSD 3.1****CLASSIFICATION FOR EXCAVATION PURPOSES****PSD 3.1.1****Method of classifying**

Replace the third sentence to the provisions of clause 3.1.1 with the following:

The classification will be based on the Engineers inspection of the material to be excavated and in accordance with the provisions of clause PSD 3.1.2.

PSD 3.1.2**Classes of Excavation**

Replace the provisions of clause 3.1.2 with the following:

The excavation of material will be classified as follows for purposes of measurement and payment for all excavations including restricted excavations:

a) Soft excavation

All material which can be removed by bulldozers or backhoes, shall be classified as soft excavation. Soft excavation is all material not falling within the categories of (c) Hard rock, (d) Boulder excavation class A and (e) Boulder excavation class B. No intermediate excavation will be measured and must be allowed for under (a) Soft excavation.

b) Intermediate excavation

No intermediate excavation will be allowed for or measured.

c) Hard rock excavation

Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 2m³ in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

This classification includes materials such as:

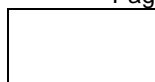
- Solid unfractured rock occurring in bulk.*
- Solid ledges thicker than 200mm*
- Igneous rock intrusions*
- Cemented sedimentary rocks.*



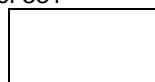
Contractor



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Employer



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d) Boulder excavation Class A

Boulder excavation Class A shall be excavation in material containing more than 40% by volume of boulder sizes in the range of 0.03 – 2m³, in a matrix of softer material or smaller boulders.

e) Boulder excavation Class B

Boulder excavation Class B shall be excavation of boulders only which:

- 1) are in a material containing 40% or less by volume of boulder sizes in the range of 0.03 – 2m³, in a matrix of softer material or smaller boulders.*
- 2) Require individual drilling and blasting.*

PSD 5 CONSTRUCTION**PSD 5.2 METHODS AND PROCEDURES****PSD 5.2.1 Site Preparation****PSD 5.2.1.2 Conservation of Topsoil**

Add the following to the provisions of clause 5.2.1.2:

Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material.

PSD 5.2.4 Finishing**PSD 5.2.4.2 Topsoiling**

Replace the provisions of clause 5.2.4.2 with the following:

Where scheduled, topsoil shall be placed on level and slightly graded areas and shall be lightly compacted by wheeled vehicles or by tamping, and trimmed neatly to the required lines, grades and levels.

Topsoil shall be prepared as follows:

- *The final thickness of the topsoil after compaction shall fall within the range of 150 – 100mm thick.*
- Superphosphate to be applied to the topsoil at a rate of 1kg/100m².
- Lime to be applied to the topsoil at a rate of 2kg/100m².

Contractor

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Employer

Witness 1

Witness 2

PSD 5.2.4.3 Grass or other vegetation

Add the following to the provisions of clause 5.2.4.3:

The grass to be planted is a combined mix in equal portions of Eragrostis and Rye Grass applied at a rate of 2kg/100m².

PSD 5.2.5 Transport for Earthworks**PSD 5.2.5.1 Free haul**

Replace the provisions of clause 5.2.5.1 with the following:

All haul of material within which the Contractor will be required to move material on, and off site will be regarded as free haul.

All haul of material imported from both commercial sources and from borrow pits will be regarded as free haul.

No overhaul will be allowed for in this contract.

PSD 5.2.5.2 Overhaul

Replace the provisions of clause 5.2.5.2 with the following:

No overhaul will be allowed for under this contract.

PSD 8 MEASUREMENT AND PAYMENT**PSD 8.3 SCHEDULED ITEMS****PSD 8.3.9 Extra-over for backfill or for fill material against structures.**

The material to be used for backfilling against structures shall complying to the specifications of a minimum of a G7 gravel material and is to be approved by the Engineer prior to the commencement of backfilling. Backfilling is to be placed in loose layers of material not exceeding 150mm thick and compacted by means of mechanical tampers to at least a density of 95% MOD AASHTO if not specified on the construction drawings. It should be noted that it would not be possible to use conventional compaction equipment due to the location of the backfilling against structures such as reservoir walls, retaining structures, etc.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSDB**SANS 1200 (SECTION DB): EARTHWORKS (PIPE TRENCHES)****PSDB 3 MATERIALS****PSDB 3.1 CLASSES OF EXCAVATION**

Replace the provisions of clause 3.1 with the following:

All materials encountered in any excavation will be classified as follows:

a) Soft excavation

All material which can be removed by bulldozers or backhoes, shall be classified as soft excavation. Soft excavation is all material not falling within the category of (b) Hard rock. No intermediate excavation will be measured and must be allowed for under (a) Soft excavation.

b) Hard rock excavation

Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 2m³ in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

This classification includes materials such as:

- *Solid unfractured rock occurring in bulk.*
- *Solid ledges thicker than 200mm*
- *Igneous rock intrusions*
- *Cemented sedimentary rocks.*

PSDB 5 CONSTRUCTION**PSDB 5.1 PRECAUTIONS****PSDB 5.1.3 ACCOMODATION OF TRAFFIC AND ACCESS TO PROPERTIES**

Add the following to the provisions of the clause 5.1.3:

Interruption to local traffic and access to properties shall be minimized and the contractor and Ward Committee shall ensure that affected residents are given at least a 24-hour notice period for disruptions to their access. Special precautions and provisions must be made to maintain accesses to any public meeting place, private residences, schools, churches or marketplaces.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Wherever the Works affects the operation or safety of the general public, the Contractor shall barricade off the excavations with 1, 8m fencing standards driven 0,6m into the ground at 4,0m centres and place two strands of red & white plastic tape strung between the standards.

Wherever the Works affect the operation and safety of public traffic, the Contractor shall barricade off the excavations with white painted 210 litre oil drums at 4,0m centres and place two strands of red & white plastic tape strung between the drums.

PSDB 5.2 MINIMUM BASE WIDTHS

Replace the provisions of clause 5.2 with the following:

For all types of pipes, the base width of any trench, with shoring if applicable, shall allow sufficient working space either side of the pipe and, to assist with minimising excavation, shall not be less than the minimum width indicated below:

<i>External pipe diameter (mm)</i>	<i>Minimum base of trench width (mm)</i>
15 – 75	500
76 – 160	600
161 – 500	External diameter + 400
Over 500	External diameter + 400

PSDB 5.4 EXCAVATION

Add the following to the provisions of clause 5.4:

Except with the written permission of the Engineer, the total length of an open trench along any section of pipeline, in advance of pipe laying operations, shall at no time exceed 400m in length.

No shoring will be measured. This however in no way relieves the Contractor of his obligations under the Occupational Health and Safety Act. Any shoring used by the Contractor will not be separately measured and paid for. The cost of shoring used, as well as the cost of any additional excavations required to install the shoring, will be deemed to be included in under the provisions in the tendered rates of clause 8.3.2 Excavation.

All pipelines to have a minimum cover to top of pipe of 700mm. All pipelines on road crossings to have a minimum cover to top of pipe of 1000mm.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSDB 5.5 TRENCH BOTTOM

Add the following to the provisions of clause 5.5:

Where the bottom of the trench has been excavated to a depth or width greater than that specified or ordered, the Contractor shall at his own expense replace the excess material removed with suitable fill material compacted to 90% MOD AASHTO density, or with a 10 MPa concrete, as directed by the Engineer.

PSDB 8 MEASUREMENT AND PAYMENT**PSDB 8.3 SCHEDULED ITEMS****PSDB 8.3.2(a) EXCAVATION**

Replace the first sentence to the provisions of clause 8.3.2 with the following:

Items will be provided for various pipe diameters in steps not greater than those specified in clause PSDB 5.2 and various depths in increments of 0,5m measured from the top of the trench to the bottom of the bedding layer.

PSDB 8.3.2(d) BENCHING

Add the following clause:

The rate for benching shall cover the cost of the excavating machine to level off the material on a side slope, enabling it to have a level platform to excavate the pipe trench. The quantity to be measured in m³.

PSDK SANS 1200 (SECTION DK): GABIONS AND PITCHING**PSDK 3 MATERIALS****PSDK 3.1.2 Gabion cages**

Replace the provisions of clause 3.1.2 with the following:

Gabion boxes and mattresses shall comply with the requirements of SANS 1580:2010 and be manufactured from mild steel wire, complying with SANS 675 and shall be Class A zinc coated in accordance with SANS 935.

The standard sizes of boxes and mattresses shall be as follows:

a) Boxes:

- Length: 1m, 2m, 3m and 4m
- Width: 1m
- Depth: 1m

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- *Diaphragm spacing:* 1m

b) *Mattresses*

- *Length:* 2m, 3m, 4m and 6m
- *Width:* 1m and 2m
- *Depth:* 0,3m or 0,5m (As specified)
- *Diaphragm spacing:* 0,6m or 1,0m (As specified)

PSDK 3.1.3 Geotextile

Add the following to the provisions of clause 3.1.3:

Filter fabric for groundwater drains shall be a non-woven continuous filament, needle punched, polyester geotextile having the following physical characteristics:

Properties	Units	A2	A4
<i>Mass</i>	<i>g/m²</i>	<i>150</i>	<i>210</i>
<i>Thickness</i>	<i>mm</i>	<i>1.6</i>	<i>2.0</i>
<i>Throughflow at 100mm head</i>	<i>l/s/m²</i>	<i>264</i>	<i>215</i>
<i>Permeability at 1×10^{-3}</i>	<i>m/s</i>	<i>4.2</i>	<i>4.3</i>
<i>Tensile strength - Machine</i>	<i>kN/m</i>	<i>11</i>	<i>16</i>
<i>Porosity</i>	<i>%</i>	<i>93</i>	<i>93</i>

The material shall be placed as directed and shall not be exposed to direct sunlight for prolonged periods.

PSDK 3.1.6 Steel wire for bracing

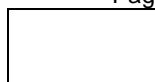
Steel wire used for lacing (binding) shall have a nominal diameter of 2.2mm and be manufactured from mild steel wire, complying with SANS 675 and shall be Class A zinc coated in accordance with SANS 935.



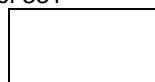
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSDM SANS 1200 (SECTION DM): EARTHWORKS (ROADS, SUBGRADE)

PSDM 3 MATERIALS

PSDM 3.2 CLASSIFICATION FOR PLACING PURPOSES

PSDM 3.2.3 Selected layer

Replace the provisions of clause 3.2.3 with the following:

The minimum specification for the material to be used for the selected layer is as follows:

- a) The material shall have a CBR of at least 15% at a compaction of 93% of modified AASHTO density.*
- b) The maximum particle size to be no more than 63mm.*
- c) Grading Modulus to be no more than 2.7 and no less than 0.75*
- d) The material shall have a PI of not exceeding 12.*
- e) The material shall be capable of being compacted to 95% of modified AASHTO density.*

PSDM 3.2.4 Gravel surfacing

Replace the provisions of clause 3.2.4 with the following:

The minimum specification for the material to be used for the gravel surfacing layer is as follows:

- a) The material shall have a CBR of at least 45% at a compaction of 95% of modified AASHTO density.*
- b) The maximum particle size to be no more than 37.5mm*
- c) Grading Modulus to be no more than 2.5 and no less than 1.5*
- d) The material shall have a PI of not exceeding 10.*
- e) The material shall be capable of being compacted to 95% of modified AASHTO density*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSDM 5 CONSTRUCTION

PSDM 5.2 METHODS AND PROCEEDURES

PSDM 5.2.6 Gravel surfacing

Add the following to the provisions of clause 5.2.6:

The minimum thickness for the gravel surfacing layer shall be 150mm and the material shall be in accordance with the provisions of PSDM 3.2.4.

PSDM 5.2.8 Transport

PSDM 5.2.8.1 Free haul

Replace the provisions of clause 5.2.8.1 with the following:

All haul of material within which the Contractor will be required to move material on, and off site will be regarded as free haul.

All haul of material imported from both commercial sources and from borrow pits will be regarded as free haul.

No overhaul will be allowed for in this contract.

PSDM 5.2.8.2 Overhaul

Replace the provisions of clause 5.2.8.2 with the following:

No overhaul will be allowed for under this contract.

PSDM 7 TESTING

PSDM 7.3 ROUTINE INSPECTION AND TESTING

PSDM 7.3.2 Densities

Add the following to the provisions of clause 7.3.2:

Notwithstanding the provisions of clause 7.3.2 and Table 2, no single test result which is below the specified density will be accepted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSDM 8 MEASUREMENT AND PAYMENT

PSDM 8.3 SCHEDULED ITEMS

PSDM 8.3.3 Treatment of roadbed

Add the following to the provisions of clause 8.3.3:

The rates for treatment of roadbed shall include the costs to cover all density testing.

PSDM 8.3.5 Selected layer compacted to 93% of modified AASHTO maximum density.

Add the following to the provisions of clause 8.3.5:

The rates for the selected layer shall include the costs to cover all density testing.

PSDM 8.3.7 Cut to spoil or stockpile from

Add the following to the provisions of clause 8.3.7:

Measurement will be in terms of the classes of materials in accordance with the provisions of PSDA 3.1.2.

PSDM 8.3.16 Gravel surface layer

Add the following to the provisions of clause 8.3.16:

The rates for gravel surface layer shall include the costs to cover all density testing.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSG SANS 1200 (SECTION G): CONCRETE (STRUCTURAL)**PSG 3 MATERIALS****PSG 3.2 CEMENT****PSG 3.2.1 Applicable specification**

Add the following to the provisions of clause 3.2.1:

Unless agreed to otherwise by the Engineer, the cement used on the Works shall be CEMII 32.5 for concrete up to and including specified strength 20MPa and CEMII 42.5 for concrete where greater strengths are required.

PSG 3.2.3 Storage of cement

Add the following to the provisions of clause 3.2.3:

Cement and Fly Ash shall not be kept in storage for longer than 4 weeks without the Engineer's permission.

PSG 3.4 AGGREGATES**PSG 3.4.1 Applicable specification**

Add the following to the provisions of clause 3.4.1:

Sand from a source selected by the Contractor and approved by the Engineer after testing will be used under this Contract.

PSG 3.4.2 Use of plums

Add the following to the provisions of clause 3.4.2:

The use of plums will be permitted only in mass concrete fill and only if agreed to by the Engineer.

PSG 3.5 ADMIXTURES**PSG 3.5.1 Applicable specification**

Replace the provisions of clause 3.5.1 with the following:

Watertight concrete to contain an admixture that complies with a crystalline waterproofing additive with a non-toxic tracing agent and have a warrantee of 20 years. The dosage is limited to a minimum of 0.8% by weight of the cementitious content in accordance with the manufacturer's specifications.

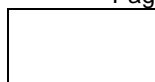
No other admixtures will be allowed for without the submission of a mix design and a trial mix that has been approved by the Engineer.



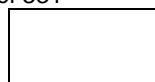
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSG 5 CONSTRUCTION**PSG 5.5 CONCRETE****PSG 5.5.1 Quality****PSG 5.5.1.5 Durability**

Add the following to the provisions of clause 5.5.1.5:

The exposure conditions at the site of the works are to be considered as being "Severe".

PSG 5.5.1.6 Prescribed mix concrete

Replace the provisions of clause 5.5.1.6 with the following:

The Contractor will be responsible for the design of the prescribed mix concrete to the required grade and strengths as specified by the Engineer. The Contractor will specify the source of supply of the materials used for the mix together with a mix design and trial mix. The Engineer will evaluate the mix design together with the results of the trial mix and confirm acceptance or rejection thereof.

PSG 5.5.1.7 Strength concrete

Add the following to the provisions of clause 5.5.1.7:

a) Concrete for general works:

viii) *There shall be two grades of strength concrete used on the works designated grades 25/19 and 35/19, composed of cementitious material, sand and stone as specified hereinbefore, proportioned as follows:*

Grade	Size of stone (mm)	Cement (kg)	Sand (m³)	Stone (m³)
25/19 MPa	19	50	0.085	0.125
35/19MPa	19	50	0.075	0.100

Concrete slump shall be 75mm.

b) Concrete for water retaining structures:

shall be 35MPa concrete although the characteristic strength with normal aggregates could be well in excess of 40MPa. The mix proportions outlined below

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

are specified to obtain adequate durability for severe exposure conditions. Control on site will be by comparison of site cube test results with laboratory cube test results.

CEM II 42,5 and Fly Ash (FA) are to be blended into a mixture such that the combined cementitious material comprises 30% FA and 70% CEM II 42,5 by mass.

The minimum and maximum cementitious mixture contents of concrete shall be 325 and 450 kg/m³ respectively. The maximum stone size is 19 mm. The maximum water content shall be 200 litres/m³. The ratio of the combined cementitious mixture water shall be 2,1:1 unless that ratio gives rise to lower cementitious mixture contents than that allowed, in which case a higher ratio will be required.

Concrete slump shall be 75mm.

c) Design mixes:

The concrete mixes for the various grades of strength concrete shall be designed by an approved laboratory. At least six weeks before placing any concrete on the works the Contractor shall supply and deliver to the approved laboratory, at his own cost, samples of the aggregates he proposes to use in the concrete mixes. The approved laboratory will be bound by the requirements of this specification and shall prepare a batch of the designed mix and manufacture six cubes for compression testing in accordance with SANS Method 863, three of which will be crushed at 7 days and three at 28 days. The Contractor shall be liable for all costs incurred for the preparation of mix designs.

Tenderers are at liberty to use the laboratory to prepare mixes should they so require for guidance in pricing the grades of strength concrete. No payment for costs thus incurred will be made to the Tenderers.

PSG 5.5.1.8 No-fines concrete

Add the following new clause 5.5.1.8:

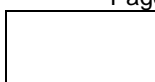
No-fines concrete shall be composed of ordinary Portland cement and coarse aggregate only, the fine aggregate being omitted from the mix. The proportions of the cement and stone shall be one (1) part by volume of cement to eight (8) parts by volume of stone.



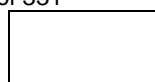
Contractor



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Employer



Witness 1



Witness 2

The stone shall comply with the grading requirements of 19mm single sized crushed stone to Table 7 of SANS 1083. Only sufficient water shall be added to the mix to produce a smooth grout to completely cover each and every particle of aggregate.

Proportions may be varied on site with the approval or as directed by the Engineer to obtain a more satisfactory result. The upper surface of the no-fines is to be finished off with a wood float to provide a smooth working surface while adding just sufficient dry mix mortar (1:8 mortar mix) to close the upper surface of the voids in order to prevent ingress of foreign matter into the interstices.

Mixing shall be carried out in a mechanical batching plant and the hopper shall first be charged with the aggregate to which a small quantity of water has been added to moisten the aggregate particles. The cement shall then be added followed by the remainder of the water.

The no-fines concrete shall be placed within 20 minutes of having been mixed and shall be rodded and hand tamped into position. The use of vibrators will not be permitted.

No traffic shall be permitted to traverse the surface of the no-fines concrete during the three days following upon placing and then following that planks or boards must be placed over for that purpose.

PSG 5.5.2 Batching

PSG 5.5.2.3 Aggregates

Add the following to the provisions of clause 5.5.2.3:

Notwithstanding the fact that in Clauses PSG 5.5.1.7 the proportions of sand and stone aggregates may be given by volume, batching is to be by mass using an approved type of weigh-batching plant.

PSG 5.5.5 Placing

PSG 5.5.5.10 Blinding

Add the following new clause 5.5.5.10:

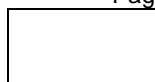
Beneath all structural grades of concrete, or elsewhere if so ordered by the Engineer, or shown on drawings, the bottom of the excavation is to be covered by a blinding layer (screed) in Grade 15/19PMA concrete to a depth of minimum 25mm and maximum of 150mm to prevent disturbance of the ground and to serve as an even and accurately positioned working floor for setting steel and placing foundation concrete. This blinding layer shall be laid immediately after excavations have been taken out, trimmed to the required depths and have been inspected and approved by the Engineer.



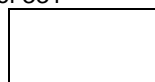
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSG 5.5.7 Construction joints

PSG 5.5.7.3

Replace the provisions of clause 5.5.7.3 (a), (b) and (c) with the following:

- a) *All horizontal and vertical construction joints shall be cleaned of all dirt and loose particles and shall be prepared to the satisfaction of the Engineer. All intersections of construction joints with concrete surfaces which will be exposed to view shall be made straight and level or plumb and shall be constructed to the details shown on the drawings.*
- b) *The Contractor is to provide a compressor on site for the whole period during which concreting is in progress, and this must be available for cleaning concrete faces prior to placing fresh concrete or pouring joints.*
- c) *"Blowing off" may generally be carried out on horizontal surfaces but under special circumstances approved by the Engineer it may also be carried out on vertical surfaces. The surface concrete to be prepared shall be between 4h and 8h old after completion of placing and shall be blown off using a mixture of air and water under a pressure of at least 500 kPa or by using a high-pressure water jet until all dirt, laitance, etc is removed and particles of clean coarse aggregate are exposed sufficiently to produce a rough surface. Any loose particles of coarse aggregate shall also be removed. The success of this method of preparation depends on selecting the correct time (dependent on the type of cement) so that the concrete has set to just the necessary degree of hardness. The operation may therefore require to be undertaken outside normal working hours and at night. When the surfaces are at least 12h old any remaining loose fine aggregate particles shall be washed off.*
- d) *"Scabbling", which refers to removal of all surface laitance plus roughening the concrete surface with pneumatic picks in order to expose the coarse aggregate in a uniform pattern, may be carried out on both horizontal and vertical surfaces. The surfaces to be prepared in this manner shall be at least 12h old after mixing the concrete. At least 35% of the roughened surface area shall consist of exposed coarse aggregate.*

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e) *All surfaces prepared either by "blowing-off" or by "scabbling" shall be kept continuously wet until the next lift of fresh concrete is to be placed against them. The minimum time being 12h.*

f) *The use of approved wet-to-dry epoxy resin concrete adhesive, strictly in accordance with the manufacturer's instructions, will be permitted in the formation of concrete joints at surfaces where the concrete is older than 7 days.*

PSG 5.5.7.4 Joint types

Add the following new clause 5.5.7.4:

The specified joint types as per the relevant construction drawings must be installed in accordance with supplier's specifications as per details provided or similar approved.

PSG 5.5.13 Grouting

Add the following to the provisions of clause 5.5.13:

Grouting shall be done to the instruction of the Engineer using materials of suitable consistency. Unless otherwise directed, grouting mixtures shall consist of one (1) part cement to two (2) parts concrete sand by volume, well mixed and with sufficient water added to obtain the required consistency. Where recesses to be filled are of appreciable dimensions, the Engineer may direct the Contractor to replace a proportion of sand with fine stone to reduce shrinkage. The Engineer may also require the Contractor to use non-shrink or other additives in grouting mixtures where these are allowed for in the bill of quantities.

PSG 5.5.13.1 Liquid grout

Add the following new clause 5.5.13.1:

Where liquid grout is required for bolt holes etc, water shall be added in such quantity that, when the material is thoroughly mixed and stirred, it shall flow readily so as to fill all recesses and air spaces in the work to be grouted. Before grouting any section of the work with liquid grout, the surfaces to receive grout shall first be thoroughly cleaned and flushed with water. The grout shall then be introduced in such a manner as to fill effectively all recesses. When the grout has set the surface of the work shall be finished off flush and smooth with cement mortar.

PSG 5.5.13.2 Grouting of pipes /specials through concrete.

Add the following new clause 5.5.13.2:

Contractor

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Where entry holes for pipes/specials have been provided in the walls, the Contractor shall be responsible for the grouting in of such pipes/specials regardless of whether or not these have been supplied by himself.

Before commencing the positioning in holes of any pipes/specials the Contractor shall:

- a) Remove all shuttering and boxing remaining in the holes.*
- b) Make any alterations required to the position and shape of the holes.*
- c) thoroughly clean and scabble the sides of the holes so as to obtain satisfactory bond surface for the new concrete*
- d) free all surfaces of the pipes/specials of all coatings, and thoroughly scrape and clean the pipes/specials*

After accurately positioning the pipes/specials in the respective holes, the Contractor shall fix the pipes/specials in a suitable manner to prevent movement.

Immediately prior to grouting being carried out by the placing of mortar and concrete around the pipes, the surface of the existing concrete shall be saturated with water. All surplus water shall be removed, and the surface covered with a layer, approximately 12 mm thick, of mortar consisting of three (3) parts concrete sand and one (1) part cement.

The concrete ingredients shall be mixed and placed as dry as possible to obtain a dense, waterproof concrete. Where a watertight seal is required, the concrete shall be carefully worked around the puddle flange, if any, and the pipe barrel or body of the special, and shall be vibrated in layers so as to obviate any falling away from pipe/special surfaces of the concrete already placed.

The whole shall, when set, form a dense, homogeneous, and waterproof mass. A spare vibrator with an independent power source shall be kept in readiness to ensure continuity of placing in the event of the breakdown of the duty vibrator.

Smooth formwork that has been suitably strengthened for use with a vibrator shall be provided for facing the concrete around each pipe/special.

PSG 5.5.13.3 Dry-packed grout

Add the following new clause 5.5.13.3:

When dry-packed grout is specified, under baseplates etc, only sufficient water shall be added to make the mixture ball when squeezed in the hand. Before any grouting is done with dry caulking the surfaces between which the caulking is to be placed shall first be thoroughly cleaned and flushed with water. All surplus visible water shall be wiped or blown away and the dry caulking shall be forcefully rammed or hammered into place using suitable tools. Exposed surfaces shall be finished off neatly with a trowel and extensive exposed areas shall be covered with wet sacking and kept damp for at least 24 hours.

Contractor

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Where additives are required for grouting operations, these shall be brought on to site in the manufacturer's unopened containers and used strictly in accordance with the manufacturer's instructions which the Contractor shall not fail to obtain. If necessary, the Engineer may require the Contractor to undertake preliminary tests to check the behaviour of proprietary additives under the conditions pertaining on the site.

PSG 5.5.13.4 Epoxy grout (Epoxy mortar type only)

Add the following new clause 5.5.13.4:

The manufacturer's instructions shall be observed and followed when an epoxy grout is used.

PSG 5.5.16 Joint types

Add the following new clause 5.5.16:

Where cement mortar is specified for filling around pipes etc, water shall be added to obtain a firm paste which can be worked with a trowel but is not fluid. Surfaces to receive mortar shall be well wetted and excess water allowed to drain or be removed. The mortar shall be worked into place with a trowel or tamping rod, exposed surfaces floated off and covered with wet hessian for 24 hours and allowed to harden without disturbance.

PSG 7 TESTS

PSG 7.2 TESTING

PSG 7.2.3 Laboratory testing

Add the following to the provisions of clause 7.2.3:

The contractor shall be responsible for all costs incurred in the making of structural concrete cubes and having these tested.

PSG 7.2.5 Water tightness testing

Add the following new clause 7.2.5:

Unless otherwise ordered by the Engineer, all water containing structures shall be tested for water tightness. Each structure shall be filled in four stages up to top water level, unless it is obvious that some appreciable leak has developed and that a test is not possible.

As soon as the water surface is reasonably steady after filling, the water level is to be established and recorded by means of a hook gauge to be provided by the Contractor, and thereafter, is to be measured and recorded by the Engineer, in relation to a fixed

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bench mark, each successive 24 hours or less and the results graphed so as to establish the progressive rate of absorption and leakage.

If the rate of leakage at any stage exceeds one (1) litre per m² of wetted concrete surface per 24 hours (plus an allowance for evaporation if the structure is unroofed) at the end of three days in the case of the first three stages, and at the end of seven days in the case of the fourth stage, and there is no prospect, in the opinion of the Engineer, of the rate of leakage becoming as low as that, he shall have the right to deem the water containing structure to be not watertight, and to notify the Contractor accordingly. The Contractor shall forthwith take such steps, at his own expense and to the approval of the Engineer, as may be considered necessary to achieve water tightness, other than plastering the floor and inside walls.

In the event of the steps taken by the Contractor proving ineffective in reducing the rate of drop in water level over a period of 7 days to less than the equivalent of one litre per m² of wetted concrete surface per 24 hours (plus an allowance for evaporation if the structure is unroofed) the Engineer shall have the right, if he considers there is no prospect of the leakage taking up in a reasonable period to the rate stated, to order the Contractor to carry out at his own expense, approved steps, on completion of which the Contractor shall again clean out and test in the manner specified and at his own expense.

Notwithstanding the fact that a structure may have passed the test described in the aforementioned paragraphs, it will not be accepted if there are any leaks or damp spots on any exterior surface. Any such defects shall be sealed and repaired in a manner and to a standard acceptable to the Engineer.

Water tightness of concrete roofs shall be tested by the continuous sprinkling of water over the roof with approved sprinklers so that a film of water is maintained on the surface of the slab. The roof shall be considered watertight if there are no damp patches visible on the underside after 48 hours of sprinkling or ponding.

In the event of leakage being evident at any time during the Defects Liability Period the Engineer, before issuing his Final Certificate may call for further rectification and testing as already described, if he considers such to be necessary, and will have the right to withhold this Certificate until he considers the work to be satisfactory.

PSG 8 MEASUREMENT AND PAYMENT

PSG 8.4 SCHEDULED CONCRETE ITEMS

PSG 8.4.3 Strength concrete, grade

Add the following to the provisions of clause 8.4.3:

Where specified on the construction drawings and/or in the bill of quantities, the tendered rate shall include the cost for the provision of all additives required as per clause PSG

Contractor

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3.5.1 in the concrete ensuring a water tight concrete finish conforms to the requirements of clause PSG 7.2.5.

PSG 8.5 JOINTS

Add the following to the provisions of clause 8.5:

The tendered rate shall cover the cost of all materials and labour for the construction of the joint type as specified on the construction drawings and in accordance with the manufactures specifications and requirements.

No payment will be made for “unforeseen joints” between casts.

Contractor

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**PSHA SANS 1200 (SECTION HA): STRUCTURAL STEELWORK
(SUNDRY ITEMS)**

PSHA 3 MATERIALS

PSHA 3.1 STRUCTURAL STEEL

Add the following to the provisions of clause 3.1:

All structural steel straining posts, droppers, gates, etc shall be in accordance with the provision of clause 3.1.

All structural steel straining posts, droppers, gates, etc shall, on completion of fabrication shall be hot dipped galvanised. The galvanizing process, including the cleaning & preparation of steelwork is to be carried out in accordance with the recommendations of SANS 121.

PSHA 3.3 BOLTS NUTS AND WASHERS

PSHA 3.3.1 Bolts and nuts (Other than friction grip)

Add the following to the provisions of clause 3.3.1:

All bolts nuts and washers to be galvanised and in accordance with SANS 121.

PSHA 3.4 FENCING

PSHA 3.4.1 Straining wire

Straining wires shall be 3.15 diameter galvanised wire in accordance with SANS 675 strained neatly and tied to straining posts.

PSHA 3.4.2 Welded mesh fence

Welded mesh shall be galvanised in accordance with SANS 675 with apertures of 100mm x 50mm. The nominal diameter of the wire shall be 2.0mm and the welded mesh fence shall be 1.8m high.

PSHA 3.4.3 Razor wire

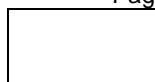
Razor wire shall be the 500mm flat wrap razor wire type with a nominal diameter of 2.5mm thick and shall be galvanised in accordance with SANS 675.



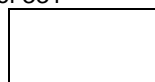
Contractor



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Witness 2

PSHA 8 MEASUREMENT AND PAYMENT**PSHA 8.3 SCHEDULED ITEMS****PSHA 8.3.1 Structural steel**

Add the following to the provisions of clause 8.3.1:

The rate shall include the cost for all hot dipped galvanizing of all structural steel members, bolts, nuts and washers as per the provisions of clause 3.1 and 3.3.

The rate shall include all fencing straining wire, welded mesh and razor wire and include the cost for all galvanizing as per the provisions of clause 3.4.

PSHA 8.3.5 Erection or instillation only

Add the following to the provisions of clause 8.3.5:

The rate shall cover the costs for offloading, storing of materials on site, assembly, erection, provisions of erection equipment, alignment, temporary works and all safety measures required.

The rate shall cover the costs for the provisions of excavations and of the casting of the structural steel straining posts, droppers, gates, etc in 25MPa concrete in position as per the construction drawings provided.

Contractor

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PSL**SANS 1200 (SECTION L): MEDIUM PRESSURE PIPELINES****PSL 3****MATERIALS****PSL 3.1****GENERAL**

Add the following to the provisions of clause 3.1:

Except where galvanised steel pipe is specified, or unless otherwise stated, water pipes of the appropriate class shall be uPVC for nominal sizes 50mm up to 315mm and HPDE for nominal sizes less than 50 mm and including 50 mm where stated.

PSL 3.4**STEEL PIPES, FITTINGS AND SPECIALS**

Add the following to the provisions of clause 3.4:

Klambon pipes shall have a minimum wall thickness of 4.5mm and be Galvanised Cut Grooved Pipe with 40bar Victaulic Coupling (Klambon). These pipes require additional Cathodic Protection by means of Tosawrap Pipes.

PSL 3.7**OTHER TYPES OF PIPES****PSL 3.7.1****uPVC pipes**

Replace the provisions of clause 3.7.1 with the following:

- a) uPVC pipe shall comply with ISO 4422 (SANS 966 Part I) specifications*
- b) mPVC pipe shall have a working stress not exceeding 17,5 MPa for pipes 110mm diameter and larger and not exceeding 12,5 MPa for pipes smaller than 110mm diameter and shall comply with the requirements of SANS 966 Part II*
- c) HDPE pipe shall comply with ISO 4427 (SANS 533) specifications*
- d) The minimum working pressure for plastics pipes shall be 9 Bar*

PSL 3.8**JOINTING MATERIALS****PSL 3.8.3****Flanges and accessories**

Add the following to the provisions of clause 3.8.3:

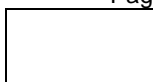
The dimensions and drilling of flanges for valves must comply with SANS 1123 as follows except where otherwise scheduled:



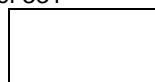
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Valve class	Applicable table
Class 10	Table 1000/3 but flat faced
Class 16	Table 1600/3 but flat faced
Class 25	Table 2500/3 but flat faced
Class 40	Table 4000/3 but flat faced

All joint sets to have full face gaskets.

PSL 3.9 CORROSION PROTECTION

PSL 3.9.3 Protection against electrolytic corrosion

Add the following to the provisions of clause 3.9.3:

All buried flanges incorporating mild steel components shall be wrapped in the following manner:

- a) The joint shall be cleaned and primed in accordance with the manufacturer's instructions, packed with petrolatum paste (Denso S105 or equal approved) and wrapped with petrolatum tape, care being taken to eliminate all voids to achieve a smooth profile.*
- b) Thereafter the joint shall be wrapped with medium-duty PVC backed adhesive tape providing a 50% overlap to 100mm beyond the petrolatum tape.*

Final treatment of valves in place:

After erection on site all valves situated in culverts, underground chambers or exposed conditions shall be cleaned thoroughly to remove all traces of oil or grease, dust, moisture, etc and the paintwork refurbished where necessary to restore the condition to that at the time of leaving the factory in accordance with the clause PSL 3.9.7. Where flanges etc are not scheduled or ordered by the Engineer to be fully wrapped, a sufficient quantity of "Denso" (or similar approved) petrolatum mastic shall then be packed around all bolt heads, nuts and exposed threads to give a minimum thickness of 5mm of mastic cover over such protrusions.

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PSL 3.9.5 Joints, bolts, nuts and washers

Replace the provisions of clause 3.9.5 with the following:

All bolts, nuts and washers supplied to the works shall be hot-dip galvanised grade 8.8.

PSL 3.9.7 Painting and corrosion protection of ferrous valves

Add the following new clause 3.9.7:

The cleaning and painting of the external surfaces of ferrous valves (i.e. valves having steel or cast-iron bodies) is to be carried out at the factory prior to dispatch to site as specified hereunder.

Surfaces of Valves:

The internal surfaces of cast iron wedge gate valves are to be fusion bonded epoxy (FBE) powder coated internally and externally.

External Surfaces of Valves to be Painted:

The external surfaces of ferrous valves to be painted shall be prepared to a thoroughly clean condition, free of all grease and deleterious matter. Steel and cast-iron surfaces shall be prepared in accordance with Swedish Standard SIS 05 5900 for an Sa2½ finish.

Paint Systems:

Immediately after cleaning, the external surfaces shall be coated with one of the following paint systems:

- a) System 1 - for valves situated in culverts, underground chambers or exposed conditions, apply one coat of self-etching prime (PA 10 or similar approved), followed by three coats bitumen emulsion ("Ravenol" or similar approved).*
- b) System 2 - for valves situated in pump stations etc, apply one coat zinc chromate primer to SANS 679 Type 1 followed by one coat of undercoat (tinted where necessary), and two coats of best quality gloss enamel. The colours to be used specified by the Engineer. The total dry film thickness of the system shall not be less than 250 micrometres.*
- c) System 3 - for buried valves, the requirements for the corrosion protection of buried valves and flanges by packing with a petrolatum mosaic system are given elsewhere in this specification.*

Contractor

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PSL 3.10 VALVES**PSL 3.10.1 Gate valves**

Add the following new clause 3.10.1:

Gate valves must be provided with the following:

- a) Non-rising spindles*
- b) Handwheels with the direction of rotation to close and open marked thereon (except where scheduled to be provided with caps)*
- c) The direction of rotation for closing the valve must be anti-clockwise when viewed from the top (unless scheduled otherwise)*
- d) Type B bronze trim, except where type 316 stainless steel to BS 970 is scheduled*
- e) Suitable gearing, where necessary to limit the maximum torque to be applied at the handwheel to 95Nm under an unbalanced pressure equal to the maximum working pressure for the classes specified or scheduled*
- f) An identification plate*
- g) The facility to permit repacking of the gland whilst the valve is under pressure*
- h) Jacking screws for valves with a nominal bore greater than 450mm*

Gate valves for use with cast iron and steel pipes:

In addition to the requirements above gate valves for use with cast iron and steel pipes must be provided with the following:

- a) Double flanges. The flanges must be flat faced and drilled to the tables specified. The back of the flanges must be spot faced (As per Clause 3.3.11.2 of SANS 664)*

Gate valves for use with PE-HD pipes:

In addition to the requirements above gate valves for use with PE-HD pipes must be provided with the following:

- a) Socketed both ends complete with rubber sealing rings*
- b) Mounting feet designed for direct grouting into concrete except where scheduled to the contrary*
- c)*

Testing:

Hydraulic tests must be carried out at the factory in accordance with SANS 664 or SANS 191 as applicable to the following test pressures for wedge gate valves:

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a) Body soundness	-	2,0 times class max working pressure
b) Gate strength	-	2,0 times class max working pressure
c) Gate efficiency resilient seal valves	-	1,5 times class max working pressure for
d) Body soundness	-	2,0 times class max working pressure
e) Gate strength	-	2,0 times class max working pressure
f) Gate leakage which pressure	-	1,1 times class max working pressure under the valve must be drop tight

Double door and/or multi-door reflux valves shall be provided for sizes larger than 600mm diameter. They shall be in accordance with the specifications for the single door type with the following features:

- a) Cast steel or spheroidal graphite iron shall be used in lieu of cast iron where necessary for strength purposes.*

PSL 3.10.3 Air valves

Add the following new clause 3.10.3:

The materials and workmanship employed in the manufacture of air valves shall be at least equal to the standard required by SANS 664 or SANS 191 for waterworks pattern valves. Vent-O-Mat type air release valves are to be used.

Up to three types of air valve may be called for in the Schedule of Quantities namely:

- a) Small orifice air valves (SOAV)*

A SOAV shall be capable of releasing accumulations of air at all pressures throughout the working pressure range and shall be drop-tight over the full working pressure range when closed. These air valves shall be fitted with an isolating cock and 25,4 mm diameter inlet ferrule threaded to B.S. pipe thread.

- b) Large orifice air valves (LOAV)*

A LOAV shall be suitable for admitting or expelling large quantities of air during emptying and filling of the pipeline. These air valves shall be fitted with a separate (not integral) isolating valve, a drain cock, a flanged inlet and be capable of withstanding the maximum specified body test pressure as well as being drop tight over the full range of working pressure when closed.

- c) Double orifice air valves (DOAV)*

A double orifice air valve shall consist of a SOAV and a LOAV combined into one body casting and be capable of satisfactorily carrying out both functions as called for under (a) and (b) above. It shall be equipped as for the LOAV.

Testing:

Each type of air valve is to be pressure tested at the factory as follows:

- a) First, fill the valve with water and apply the maximum working pressure through the inlet of the valve and maintain for at least 5 minutes. Under this condition there shall be no loss of water from the valve.*
- b) Second, reduce the pressure applied under (a) above to atmospheric pressure, empty the valve and refill slowly expelling the air through the valve seatings until full of water. Raise the pressure to the minimum working pressure, maintain that*

Contractor

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pressure for at least five minutes and again there shall be no loss of water from the valve.

PSL 5 CONSTRUCTION

PSL 5.1 LAYING

PSL 5.1.4 Depths and cover

Add the following to the provisions of clause 5.1.4:

All pipelines to have a minimum cover to top of pipe of 700mm. All pipelines on road crossings to have a minimum cover to top of pipe of 1000mm as per clause PSDB 5.4.

PSL 5.2 JOINTING METHODS

PSL 5.2.2 Flanges (Steel pipelines)

Add the following to the provisions of clause 5.2.2:

All insertion gaskets shall cover the full face of the flange.

PSL 5.10 DISINFECTION OF PORTABLE WATER PIPELINES

Add the following to the provisions of clause 5.10:

- d) The cost of sampling and testing shall be included in the Contractor's tendered rates measured under clause PSL 8.2.1.*

PSL 7 TESTING

PSL 7.1 GENERAL

Add the following to the provisions of clause 7.1:

Testing of each section (or sub-section) of pipeline will be required prior to connecting each new section into the distribution system.

Pressure testing of a section of the distribution system must include any installed branch pipeline, terminal fitting and consumer connection within that section, whether metered or not.

All consumer connections will be tested up to the standpipe under full working pressure and all joints must be shown to be drip tight over a period of not less than 24 hours.

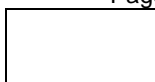
The rates tendered for the installation of the pipes is deemed to include for the cost of all testing.



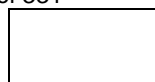
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Witness 2

PSL 8 MEASUREMENT AND PAYMENT**PSL 8.2 SCHEDULED ITEMS****PSL 8.2.1 Supply, lay and bed pipes complete with couplings**

Add the following to the provisions of clause 8.2.1:

Clause 8.2.1 of SANS 1200L shall apply except that all reference to bedding of pipes to be omitted as this would be measured under SANS 1200 LB.

The tenderer rates shall include the cost for disinfecting and sterilizing of pipes on completion of the works.

PSL 8.2.2 Extra-over 8.2.1 for the supplying, laying and bedding of specials complete with couplings

Add the following to the provisions of clause 8.2.2:

The tenderer rates for klambon pipe specials and couplings shall include the cost for the protection against electrolytic corrosion as per the requirements of clause PSL 3.9.3 and PSL 3.9.5.

PSL 8.2.3 Extra-over 8.2.1 for the supplying, fixing and bedding of valves

Add the following to the provisions of clause 8.2.3:

All valves shall comply with the clause PSL 3.8.3 and PSL 3.10 and all flanges must be the class as specified in the Bill of quantities. The tenderer rates shall include the cost for the protection against electrolytic corrosion as per the requirements of clause PSL 3.9.3 and PSL 3.9.5.

PSL 8.2.16 Supplying, fixing and bedding of valves, couplings and specials to miscellaneous works

Add the following new clause 8.2.16:

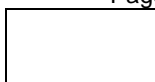
All valves shall comply with the clause PSL 3.8.3 and PSL 3.10 and all flanges must be the class as specified in the Bill of quantities. The tenderer rates shall include the cost for provision of each valve, coupling and special together with the costs of handling, fixing, bedding and testing of the works. Included in the tendered rates shall be the provision for protection against electrolytic corrosion as per the requirements of clause PSL 3.9.3 and PSL 3.9.5, as well as the shuttering and non-shrink epoxy grout if required securing the works in place in accordance with PSG 5.5.13.



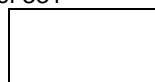
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PSLB SANS 1200 (SECTION LB): BEDDING (PIPES)**PSLB 3 MATERIALS****PSLB 3.4 SELECTION****PSLB 3.4.1 Suitable material available from trench excavation**

Replace the first sentence to the provisions of clause 3.4.1 with the following:

The excavation of a pipe trench shall comply with the requirements of clause 5.4 of SANS 1200 DB, and the provisions of clause 3.7 of SABS 1200 DB. In terms of which, for the purpose of providing bedding materials, the Contractor shall use selective methods of excavating that will enable him to avoid burying or contaminating material that is suitable and is required for bedding.

PSLB 3.4.2 Suitable material not available from trench excavation

Replace the first paragraph to the provisions of the clause 3.4.2 with the following:

When material suitable for use as selected fill material or selected granular material is not readily available from trench excavation within a distance not exceeding 1,0km, the Contractor shall, subject to the Engineers approval for each material, obtain suitable material to replace the shortfall.

PSLB 5 CONSTRUCTION**PSLB 5.1 GENERAL****PSLB 5.1.2 Details of bedding**

Replace the provisions of clause 5.1.2 with the following:

Flexible and rigid pipes shall be bedded and protected as follows:

- Allow for 100mm thick bedding cradle of compacted selected granular material to all pipe sizes for the entire width and length of the trench bottom in accordance with PSDB 5.2*
- Allow for compacted selected fill blanket material to all pipe sizes for the entire width and length of the trench in accordance with PSDB 5.2 from the top of the bedding layer to a level of 300mm thick cover above the top of the pipe.*

Contractor

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PSLB 5.2 PLACING AND COMPACTING OF RIGID PIPES

Replace the provisions of clause 5.2 with the following:

- (a) Bedding cradle for rigid pipes shall be supported on a continuous bed of selected granular material of compacted depth of 100mm thick and cover the entire width and length of the trench bottom in accordance with PSDB 5.2. The selected granular material shall be compacted to the density specified in clause 5.1.4.*
- (b) Selected fill blanket for rigid pipes shall be placed on completion of the bedding cradle and laying of pipes. Selected fill blanket shall be placed in layers of 100mm un-compacted thickness over the entire width and length of the trench in accordance with PSDB 5.2 and shall be compacted to the density specified in clause 5.1.4 up to a height of 300mm cover above the top of the pipe. Special care shall be taken when compacting above the pipeline.*

PSLB 5.3 PLACING AND COMPACTING OF FLEXIBLE PIPES

Replace the provisions of (a) and (b) of clause 5.3 with the following:

- (c) Bedding cradle for flexible pipes shall be supported on a continuous bed of selected granular material of compacted depth of 100mm thick and cover the entire width and length of the trench bottom in accordance with PSDB 5.2. The selected granular material shall be compacted to the density specified in clause 5.1.4.*
- (d) Selected fill blanket for flexible pipes shall be placed on completion of the bedding cradle and laying of pipes. Selected fill blanket shall be placed in layers of 100mm un-compacted thickness over the entire width and length of the trench in accordance with PSDB 5.2 and shall be compacted to the density specified in clause 5.1.4 up to a height of 300mm cover above the top of the pipe. Special care shall be taken when compacting above the pipeline.*

PSLB 5.4 CONCRETE ENCASING TO PIPES

Add the following to the provisions of clause 5.4:

Concrete encasement around any pipes shall span the full length of the pipe such that there is a flexible pipe joint at each end of the encasement. Any expansion joints provided in the encasement must be positioned at a flexible joint between two pipes. Encasement of flexible or rigid pipes over soft ground (CBR<4) shall be reinforced top and bottom in the longitudinal direction, with stirrups at 2 times the depth of encasement. The area of steel shall be between 0,5% and 1% of gross cross-sectional area of encasement, unless otherwise specified by the Engineer or on the construction drawings provided.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSLB 8 MEASUREMENT AND PAYMENT**PSLB 8.2 SCHEDULED ITEMS****PSLB 8.2.1 Provision of bedding from trench excavations**

Replace the first sentence to the provisions of clause 8.2.1 with the following:

The rates shall cover the cost of acquiring, from within 1,0km, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of displaced material.

PSLB 8.2.2 Supply only of bedding by importation**PSLB 8.2.2.2 From borrow pits**

Replace the provisions of clause 8.2.2.2 with the following:

The rates shall cover the cost of acquiring, regardless of distance, the required bedding from commercial sources, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of material displaced by such importation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSLE**SANS 1200 (SECTION LE): STORMWATER DRAINAGE****PSLE 3****MATERIALS****PSLE 3.1****CULVERT UNITS AND PIPES**

Replace the provisions of clause 3.1 (a) with the following:

All precast concrete pipes shall be class 100D unless otherwise specified on the construction drawings with ogee type joints.

PSLE 3.3**BEDDING MATERIALS****PSLE 3.3.1****Bedding cradle and selected fill blanket**

Replace the provisions of clause 3.3.1 with the following:

Materials for the bedding shall comply with the provisions of clause PSLB 5.1.2 and PSLB 5.2.

PSLE 3.4**MANHOLES, CATCHPITS AND ACCESSORIES****PSLE 3.4.2****Prefabricate chambers and shaft**

Replace the provisions of clause 3.4.2 with the following:

Dolomitic aggregate shall be used in the manufacture of precast concrete chamber sections, levelling rings and roof slabs. All precast concrete chamber sections shall have ogee joints.

PSLE 3.4.3**Manhole covers, grid inlets, etc.**

Replace the provisions of clause 3.4.3 with the following:

Approved precast concrete heavy duty roof slabs shall be used in all areas subject to traffic loads such as in road carriageways, verges and service lanes. Approved precast concrete medium duty roof slabs shall be used in all other areas.

Approved concrete manhole covers (heavy duty and/or medium duty shall match the roof slab class) shall be used in all areas.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSLE 3.6 SUBSOIL DRAINAGE**PSLE 3.6.1 Pipes and composite In-plane drainage**

Pipes for subsoil drainage shall have a minimum diameter of 110mm unless specified on the construction drawings and shall be perforated or slotted high-density polyethylene (HDPE) pipes complying with SANS 4427:2.

The size of the perforations in the perforated pipes shall be $\pm 8,0$ mm in diameter and a minimum of 70% of the pipe shall have perforations and have an infiltration capacity index of 55 l/s at 200mm water head. Slotted pipes shall have a slot width of $\pm 2,0$ mm and a minimum of 70% of the pipe shall be slotted and have an infiltration capacity index of 55 l/s at 200mm water head.

Composite in plane drainage shall consist of a perforated or slotted high density polyethylene pipe as per above enclosed with a geotextile filter jacket together with high density polyethylene (HDPE) drainage core net.

The geotextile filter jacket shall be a filter fabric non-woven continuous filament, needle punched, polyester geotextile A2 size in accordance with the provisions of PSDK 3.1.3.

PSLE 3.6.2 Natural permeable material

Natural permeable filter materials for subsoil drainage shall consist of a 19mm crushed stone and shall comply with the requirements given in SANS 1083, Table 5.

PSLE 5 CONSTRUCTION**PSLE 5.5 CATCHPITS, MANHOLES, INLETS AND OUTLET STRUCTURES****PSLE 5.5.6 Benching**

Replace the provisions of clause 5.5.6 with the following:

All benching shall be mixed in the proportions (by mass) of 1 part cement, 2 parts sand and 3 parts 7,0mm concrete stone. The sand proportion may be varied between 1.5 and 2.5 to obtain ideal workability.

PSLE 5.8 CONSTRUCTION OF SUBSOIL DRAINAGE**PSLE 5.8.1 Geotextile filter jacket**

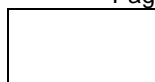
Where specified that geotextile filter jacket shall be used for the lining in subsoil drainage systems, it shall be procured, furnished and installed as specified and shown on the construction drawings. The lining shall not be displaced or damaged in any way when the trench is being filled with natural permeable material. The geotextile filter jacket shall be lapped both longitudinally and transversely by at least 300 mm or as instructed by the



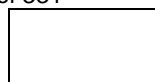
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

manufacturers specifications. The transverse lap shall be positioned on top of the box forming the drain and shall be stitched together with plastic, galvanised wire or a strong synthetic thread at metre intervals. The longitudinal lap shall be in the direction of flow.

The geotextile filter jacket material shall be stored under suitable cover and shall not be exposed to direct sunlight for prolonged periods and shall be protected from mechanical damage during installation and construction.

PSLE 5.8.2 Pipes and composite In-plane drainage

The composite in plane fin drain shall be supplied preassembled and the subsoil pipe shall be positioned at the base of the fin, solid channel down and the geotextile filter jacket flap firmly secured around the pipe by means of wire or stapling.

The fin drain shall be placed vertically in the trench against the downstream face of the excavated trench. The approved backfill material shall be placed and compacted in the trench in layers.

PSLE 5.8.3 Inspection eyes

PVC inspection eyes are to be placed at a maximum of 30m apart for both subsoil and fin drains or as instructed on the construction drawings or by the Engineer on site.

PSLE 5.8.4 Testing and flushing

Final acceptance of subsoil and fin drains will be subject to satisfactory testing and flushing after completion and installation of the rodding eye inlets. Flushing tests shall be carried out in the presence of the Engineer by flushing the drain and metering the outflow to ensure the drain is clear of any blockages.

Should blockages be apparent the contractor shall locate and clear the obstruction and repeat the tests until deemed satisfactory by the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTC4: SITE INFORMATION

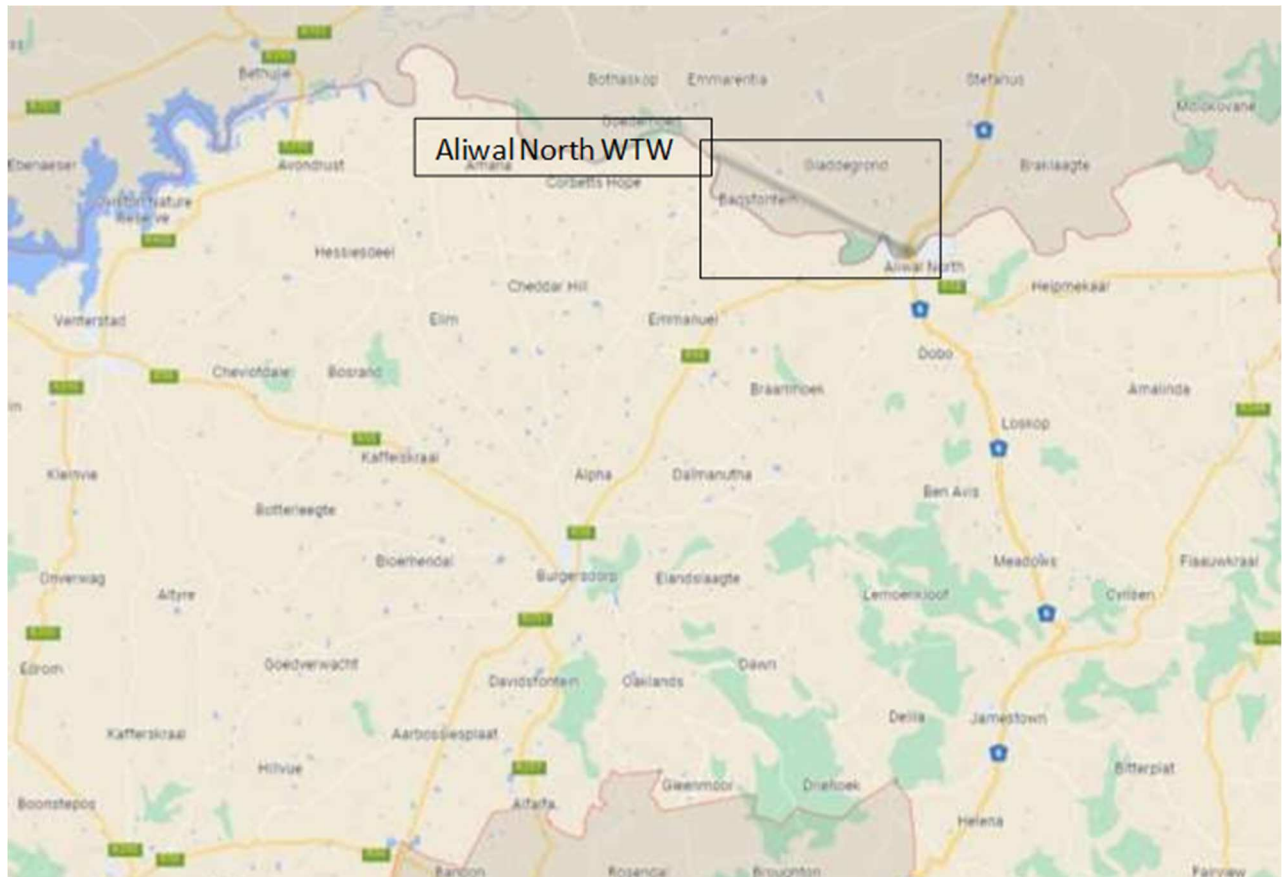
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C4.1 NATURE OF GROUND

The site is located within the town of Aliwal North in the Joe Gqabi District Municipality. Bidders are expected to familiarise themselves with the area during the compulsory pre-bid site inspection. No claims would be considered from a Contractor during the Contract as a result with failure to familiarise themselves with the site.

The co-ordinates of the centre of the area under investigation are as follows:

- Longitude: 30° 40' 49"
- Latitude: 26° 43' 00"



The Tenderer will be permitted to excavate trial holes in the area of the works at his own expense provided that they are properly safeguarded and reinstated. Should the Tenderer wish to excavate his own trial holes; he shall first ascertain, in conjunction with the Engineer, the position of any underground services, which may exist in the area. The Tenderer shall indemnify the Municipality against the cost of repairing any underground services damaged by the Tenderer or his agents, while carrying out such excavations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C4.2 SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

C4.3 FINISHING – OFF THE SITE

The site shall be finished-off in accordance with the specifications as well as to the requirements of all applicable environmental standards.

C4.4 EXISTING SERVICES

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc.), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the Schedule of Quantities for dealing with and protecting services.

The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

C4.5 PROVING OF UNDERGROUND SERVICES

It is stressed that all services in a particular area must be proven before commencing work in that area.

Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Engineer who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly.

Should any service be damaged by the Contractor in carrying out the works, and should it be found that the procedure laid down in this clause has not been followed than all costs in connection with the repair of service will be to the Contractors account.

Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

located must be co-ordinated and levelled by the Contractor, and the information given in writing to the Engineer’s representative.

The requirements of this clause do not relieve the Contractor of any obligations as detailed under the GCC(2015) or the Special Conditions of Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993**PART C5: PARTICULAR SPECIFICATIONS****C5.1 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR PRINCIPAL CONTRACTORS AND SUB-CONTRACTORS FOR CONSTRUCTION WORK****CONTENTS**

Section	Title
C5.1.1	Introduction
C5.1.2	Reference Documents
C5.1.3	Scope of Work
C5.1.4	Definitions
C5.1.5	Responsibilities of Contractors for Construction Work
C5.1.6	Documentation and Procedures
C5.1.7	Application of COIDA and OHSA to Construction Work
C5.1.8	Application of the Construction Regulations 2014 [CR]
C5.1.9	Site-specific and Design Risks
C5.1.10	Fines and Penalties

Annexure:

C5.1.A	Notification of Intention to Commence Construction Work
C5.1.B	Example: Appointment – Construction Supervisor
C5.1.C	Inspection List
C5.1.D	Recording and Investigation of Incidents
C5.1.E	Agreement with Mandatories

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1.1. Introduction

In terms of Construction Regulation 7 this document describes the health and safety specifications required for any principal contractor whom is making a bid for or whom has been appointed to perform construction work on behalf of the client. [Ref. CR 5(1)(a)]

A principal contractor is required to compile their Health and Safety Plans based on these specifications detailed and referred to, in this document. In other words, the Health and Safety Plan must specify how the Principal Contractor will control and manage all health and safety aspects on the construction site. The Health and Safety Plan must be relevant to the construction work being carried out and if possible refer to the numbering system of this document.

A principal contractor is to ensure that these specifications are communicated to all contractors under his/her agreement.

C5.1.2. Reference Documents

The following documents are referred to:

- C5.1.2.1. Occupational Health and Safety Act, (Act No. 85 of 1993) - [OHSA] and Regulations.
- C5.1.2.2. The Construction Regulations 2014
- C5.1.2.3. Civil Drawings
- C5.1.2.4. Compensation for Occupational Injury and Diseases Act – [COIDA]

C5.1.3. Scope of Work

Detailed Description of work to be carried out:

- Earthworks
- Excavations
- Sewage pipe Testing
- Vehicle & Mobile Plant
- Concrete Works
- Support and Formwork
- Installation of Mechanical and Electrical equipment

List of plant, machinery and tools to be used during the project:

- Construction & Mobile Plants
- Hand Tools
- Portable Electrical Tools
- Further Information to be provided by contractor

List of Major hazards identified in the design risk assessments:

- Earth Works & Excavation

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Construction vehicles and Mobile plants
- Pouring Concrete
- Use of Power Tool
- Shuttering
- Mechanical and Electrical equipment

C5.1.4. Definitions

The following definitions apply. (Abbreviations and legal references in brackets where applicable):

C5.1.4.1 CONSTRUCTION WORK

Means any work in connection with –

- a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure.
- b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) The moving of earth, clearing of land or making of an excavation or work on any similar type of work.

C5.1.4.2 HAZARD IDENTIFICATION, RISK ASSESSMENT AND RISK CONTROL (HIRA)

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

C5.1.4.3 SITE

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the client.

C5.1.4.4 Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

C5.1.4.5 RISK

Means the probability or likelihood that a hazard can result in injury or damage.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1.4.6 CONSTRUCTION SUPERVISOR [CR 8(7)]

Means a full time, competent employee appointed in writing by the Contractor to supervise construction work. The appointment, as required by the OHSA, shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

C5.1.4.7 CONSTRUCTION PLANT

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

C5.1.4.8 CONTRACTOR

Means an employer who performs construction work and includes principal contractors and sub- contractors.

C5.1.4.9 HEALTH AND SAFETY PLAN (HSP)

Means a documented plan, which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

The plan shall be applied from the date of commencement of and for the duration of construction work.

C5.1.4.10 HEALTH AND SAFETY FILE (HSF)

The file holding all documentation and records on health and safety for the project, which shall be available at all, times for evaluation, and a copy of which will be forwarded to the client upon completion of the project.

C5.1.4.11 DISABLING INJURY FREQUENCY RATE (DIFR)

The number of disabling injuries (DI"s) multiplied by a constant (man hours relative to period worked) divided by total man hours worked over a rolling period (usually 12 months, but can be less)

C5.1.4.12 DISABLING INJURY SEVERITY RATE (DISR)

The number of days lost due to DI"s multiplied by a constant (man hours relative to period worked) divided by total man hours worked over a rolling period (usually 12 months, but can be less)

C5.1.4.13 CONFINED SPACE

An enclosed, restricted or limited space in which, because of it's construction, location or contents, or any work carried on therein, a hazardous substance may accumulate or an oxygen deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

sewer, container, valve, machinery or object in which a dangerous liquid or dangerous concentration of gas, vapour, dust or fumes may be present

C5.1.5. Responsibilities of Contractors for Construction Work

C5.1.5.1 NOTIFICATION OF INTENTION TO COMMENCE WITH CONSTRUCTION WORK

The principal contractor shall notify the Provincial Director of the Department of Labour before any work commences, in accordance with the following requirements:

- The demolition of a structure exceeding a height of 3 meters; or
- The use of explosives to perform construction work; or
- The dismantling of fixed plant at a height greater than 3 meters; or
- The work exceeds 30 days or will involve more than 300 person days of construction work; and
- Includes excavation work deeper than 1 meter; or
- Includes working at a height greater than 3 meters above ground or a landing.

The notification must be completed in the Annexure A form and a copy of the proof of fax or delivery to the Department of Labour to be kept in the Health and Safety File for inspection by an inspector, the client or an employee.

C5.1.5.2. PRINCIPAL CONTRACTOR'S RESPONSIBILITIES

- Compile a Health and Safety Plan
- Ensure co-operation between all contractors to comply to the Act and the Regulations 2014
- Ensure compliance to the Act in terms of:
 - a) Provide relevant sections of these specifications to contractors as required
 - b) Appoint each contractor in (a) above in writing. Only contractors who have the necessary competencies and resources may be appointed
 - c) Ensure each contractor's Health and Safety Plan is implemented and maintained on site
 - d) Stop any contractor from work which is not in accordance with Health and Safety Plan's or which pose a threat to health and safety of persons
 - e) Sufficient information is provided to contractors where there are changes to design and construction
 - f) Ensure every contractor is registered and in good standing with the Compensation
 - g) Commissioner.
 - h) Ensure potential contractors have made provision for the cost of health and safety measures. Negotiate and approve the Health and Safety Plan of each contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- All Health and Safety Files including the principal contractor's to be available on site.
- A consolidated Health and Safety File to be handed over to the client on completion of construction including records of drawings, designs etc.
- Health and Safety File to include updated list of all contractors, the agreements and their type of work.

C5.1.5.3 CONTRACTOR'S RESPONSIBILITIES (INCLUDING SUB-CONTRACTORS)

- Provide their Health and Safety Plan to the principal contractor.
- Where a contractor appoints another contractor (sub-contractor) it is the responsibility of that contractor to apply 4.2 above as if he were the principal contractor.
- No contractor to appoint another contractor (sub-contractor) unless the latter has the necessary competency and resources to perform the required work.
- To provide any information which affects the health and safety of any persons at work to the principal contractor.

C5.1.5.4 LEGAL APPOINTMENTS

The principal contractor shall ensure copies of the appointment letters of all responsible persons appointed on site will be kept in the Health and Safety File. All legal appointments shall be conducted in accordance with the requirements set out in the OHS Act and as per this specification. The tables below set out the appointment protocols for CR and OHS Act. It should be noted that these represent a complete list and not all these appointments may be required:

C5.1.5.5 CONSTRUCTION REGULATIONS

Reg.	Appointment	Appointee	Competency Required
CR 7 (1)	Principal Contractor	16(2) for the company	Curriculum Vitae on file and Supervisor training (legal liability)
CR 5 (3b)	Contractor	Competent person	Proof of induction
CR 8 (1)	Contracts Manager	Competent Person	Certificate & CV
CR 8 (2)	Assistant Construction Manager	Competent Person	Certificate & CV
CR 8 (7)	Construction Supervisor	Competent person	Curriculum Vitae on file and Supervisor training (legal liability)
CR 8 (8)	Assistant Construction Supervisor	Competent person	Curriculum Vitae on file and Supervisor training (legal liability)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS

Reg.	Appointment	Appointee	Competency Required
CR 8 (5)	Safety Officer	Competent person	Curriculum Vitae on file and SAMTRAC and registration with Professional Body
CR 9 (1)	Risk Assessor	Competent person	Curriculum Vitae on file and HIRA or similar
CR 10 (1)	Fall Protection Planner	Competent person	Curriculum Vitae on file and Fall Plan Developer
CR 12 (1)	Temporal Works	Competent person	Curriculum Vitae
CR 13 (1)	Excavation Work Inspector	Competent person	Curriculum Vitae on file and Supervisor training (legal liability)
CR 23 (1j)	Construction Vehicle Inspector	Competent person	
CR 23 (1d)	Construction Vehicle Operator	Competent person	Certificate of Competency for relevant construction vehicle
CR 28 (a)	Stacking and Storage Supervisor	Competent person	
CR 29 (h)	Fire Equipment Inspector	Competent person	
CR 29 (i)	Fire Team Members	Competent person	Fire Fighting Certificate

C5.1.5.6 OHS ACT

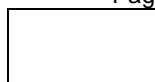
Reg.	Appointment	Appointee	Competency Required
OHSA 17 (1)	Health & Safety Rep	Nominated employee	Health and Safety Representative Certificate
OHSA 19 (1)	Health & Safety Committee Member	Management representative	Curriculum Vitae on file and Supervisor training (legal liability) and IRCON or similar
GAR 9 (2)	Incident Investigator	Competent person	Curriculum Vitae on file and RCAT or similar
GSR 3 (4)	First Aider	Competent person	First Aid Certificate
GSR 13	Ladder Inspector	Competent person	In house Training
DMR 18 (11)	Lifting Equipment Operator	Competent person	Code 1, 2, 3, 32, 33, 35 or 46
DMR 18 (5)	Lifting Equipment Inspector	Competent person	
	Hand Tools Inspector	Competent person	In house Training
	Pneumatic Tools Inspector	Competent person	In house Training
EMR 9(4)	Portable Electrical Equipment Inspector	Competent person	



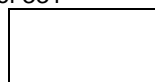
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

The responsibilities of each appointment are detailed in the relevant form, which are signed by both the authorised person and the appointee and kept in the Health and Safety file.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1.6. Documentation and Procedures

All required documentation for the construction work, shall be kept in the Health and Safety File, which shall be available on site. The Construction Supervisor shall be responsible for the file on site and the Project Manager shall ensure that documentation is valid and up to date.

It is required that the documentation is filed in an orderly fashion for easy access. The following sections are suggested:

C5.1.6.1 COMPANY INSURANCES AND INFORMATION

- Letter of good standing
- Public liability
- Emergency contact numbers
- Notification of construction work
- Company organogram
- Health and Safety policy
- HIV & Aids Policy
- Drug & Alcohol policy
- Personal Protective Equipment Policy
- Covid-19 Health and Safety Policy

C5.1.6.2 HEALTH AND SAFETY PLAN AND SPECIFICATIONS**C5.1.6.3 APPOINTMENTS****C5.1.6.4 INSPECTION REGISTERS AND CHECKLISTS****C5.1.6.5 RISK ASSESSMENTS**

- Risk matrix
- Risk assessments
- Method statements
- Record of internal training
- Review of risk assessments

C5.1.6.6 SAFE WORK PROCEDURES

- Safe Working procedure training
- Planned task observations
- Emergency procedures
- Fall protection plan
- Permits to work

C5.1.6.7 INCIDENT MANAGEMENT

- WCL2 forms
- Annexure 1 forms
- Injury on duty reporting and investigation procedure
- Resumption reports

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1.6.8. TRAINING RECORDS AND MEDICAL FITNESS CERTIFICATES

- Certificates of formal training
- Induction training records
- Medical fitness certificates for all employees

C5.1.6.9 AUDITS

- Client's Health and Safety audits
- Site inspection reports
- Site safety instructions

C5.1.6.10 CONTRACTOR CONTROL

- List of contractor's and type of work
- Contractor appointments
- 37 (2) agreements

C5.1.6.11 HEALTH AND SAFETY COMMUNICATION

- Toolbox talks to be held weekly
- Health and Safety notice board
- Schedule D
- Memo's to employees

C5.1.6.12 OHS ACT AND REGULATIONS 2014

C5.1.7. Application of COIDA and OHSA to Construction Work**C5.1.7.1 COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASES ACT, ACT NO. 130 OF 1993 (COIDA)**

Every contractor shall provide proof of registration and an updated letter of good standing with the Compensation Commissioner or a licensed compensation insurer.

C5.1.7.2 OCCUPATIONAL HEALTH AND SAFETY POLICY

- Every contractor's Occupational Health and Safety Policy statement should be available for scrutiny and as evidence of their commitment their employees' occupational health and safety and the environment.
- Every contractor's Occupational Health and Safety Policy statement is to be signed off by the Chief Executive Officer.
- Proof of communication to all is to be available on requests.

C5.1.7.3 HEALTH AND SAFETY TRAINING AND COMPETENCY

Training of personnel is a necessity and a legal requirement when required. A record of all training shall be kept and provided on request.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1.7.3.1 Induction Training

- The principal contractor shall be responsible to co-ordinate all inductions on site to ensure that no contractor allows or permits any employee/s or person/s to enter any construction site , unless such employee, visitor or person has undergone induction training which is pertinent to the hazards prevalent on the site at the time of entry.
- Every employee, visitor or person on site shall be in possession of proof of the Health and Safety induction.
- Records of attendance shall be kept on the Health and Safety file for the duration of the contract.

C5.1.7.3.2 Awareness Training

Awareness training to be carried out weekly in the form of Toolbox Talks on relevant topics e.g. manual lifting, wearing PPE, safe use of portable electric tools etc.

All attendees are to be made to sign an attendance register and such register is to be held on the Health and Safety file for the duration of the project.

C5.1.7.3.3 Competency and CV's

- All supervisors and where applicable, valid copies of certificates of competency of appointed personnel to be provided and kept in the Health and Safety file. (Reference can be made to pages 10, 11 and 12 of this document).
- Other training requirements such as those identified through the High-risk Assessment process, to be completed and proof of that training also kept in the Health and Safety File.
- Where competency is achieved through experience, a brief CV will be required.

C5.1.7.3.4 Specific OH&S training

- Valid certificates of training from registered service providers preferably accredited by the appropriate SETA are required for First Aiders, H&S reps, Fire Fighters etc.

C5.1.7.3.5 Medical Fitness

- All work in elevated positions [tower crane operators, workers on elevated structures requiring fall protection, suspended platform workers and;
- Operators of construction vehicles and mobile plant require certificates of physical and psychological fitness carried out by an occupational medical practitioner.
- All employees who are employed in a construction site must have medical Fitness done by an Occupational Health & safety Practitioner before commencement of work.
- No employee will be allowed to perform any duties except deemed to be medical fit to do so.

C5.1.7.4 HEALTH AND SAFETY REPS [OHSA 17 AND 18]

- Where 20 or more employees are employed at a workplace, one health and safety representative shall be appointed in writing.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The Principal Contractor shall ensure that a minimum of one health and safety representative is appointed for ratio of each 50 employees employed.
- Each health and safety representative shall be in possession of a certificate of competency.
- The employer is to ensure that a delegation process has been followed and recorded in term of the requirement of General Administrative Regulation 6
- Monthly checks are to be conducted by the appointed representatives in their designated areas and all finding are to be recorded in a register. Such register is to be held on the health and safety file for the duration of the project.
- Health and Safety Representative are to investigate any staff complaints and ensure that documented feedback is forwarded to the respective managers.

C5.1.7.5 HEALTH AND SAFETY COMMITTEE [OHSA 19 AND 20]

- Where two or more representatives have been appointed the employer shall ensure that a health and safety committee is formed.
- The number of management representatives shall not outweigh the number of representatives.
- Meetings shall be held at a minimum of three monthly.
- Minutes of such meeting shall be kept and place on the health and safety file for the duration of the project.
- A register of attendance is to be kept of attendees at such meetings; such a register is to be attached to the minutes.

C5.1.7.6 GENERAL RECORD KEEPING

- All contractors shall ensure that all Health and Safety records, required by OHSA and Regulations are kept up to date for reference purposes and auditing.

C5.1.7.6.1 Inspections

- All contractors shall keep all records of inspections undertaken during the duration of the project.
- An example of the total list of minimum legally required inspections can be found under Annexure C.
- An assessment list must be draft of what inspections are required and their frequency.
- The principal contractor is responsible to ensure compliance to this requirement by all contractors.

C5.1.7.6.2 Audits

- The client's agent shall carry out regular audits on the principal contractor at least once per month.
- Principal contractors shall be responsible for carrying out regular audits on their contractors at least once per month
- The Principal contractor is to draft a table which reflects contractors company name, description of work, dates of audits and scores achieved.
- The results shall be tabled for action and discussed at the Health and Safety Committee meetings or the site meetings, as appropriate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1.7.7 INCIDENT MANAGEMENT AND EMERGENCY PLANS

- The principal contractor shall create an Emergency Plan for the construction site.
- The plan is to be clearly displayed in conspicuous locations around the site.
- The plan shall be clearly laid out for all types of emergencies including responsibilities, evacuation routes, siren, emergency no."s etc.
- The plan shall be fully explained to all personnel during the induction training.
- All contractors will become completely familiar with the requirements of the plan and will participate in any evacuation drills that may take place

C5.1.7.7.1 First Aid [GSR 3]

- Where an employer has 5 or more employees in his employment, he/she shall ensure that at least one first aid box is made available in the workplace.
- Such first aid box is to be stocked covering the 18 items addressed in the Annexure attached to the General Safety Regulations as a minimum requirement.
- Where an employer has 10 employees or more in his/her employment, he/she shall ensure the at least one person readily available at the workplace whom is in possession of a valid first aid certificate.
- Every employer shall ensure that a minimum of one trained persons is made available for every 50 person in the workplace.
- All identified hazardous chemical are to have a material safety data sheet which is to be kept for first aid emergencies in the first aid box.
- All special needs addressed in the Material Safety Data Sheets are to be made available in addition to stock required in the Annexure.

C5.1.7.7.2 Incidents and Injuries**C5.1.7.7.2.1 Incidents**

- A record of all incidents which have occurred shall be opened and held open until the handover of the project.
- All incidents such as near misses, unsafe situations, first aid injuries, etc shall be investigated fully and the result of such investigation shared with the Health and Safety Committee.
- The employer shall ensure that an investigation team is formulated which will consist of management representative, safety representative and an employee representative as a minimum requirement.
- All incidents that occur shall be filtered into a statistic format which is to determine the sites Incident Rate. Such rate is to be shared with all employees and all contractors on a monthly basis.
- Exclusion of incidents in record keeping shall result in fines being issued.

C5.1.7.7.2.2 Injuries

- A first aid register is to be held in the first aid box as to record all first aid injuries that may occur.
- An injury on duty procedure is to be created which detail the process of treating an injured and methodology which may be use in order to ensure their safe arrival at a local hospital.
- All injuries are to be recorded in an Annexure 1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1.7.7.3 Accident and Incident Reporting and Investigation

- Should an incident or accident investigation need to be conducted, the appointed incident investigator (competent person with a valid certificate of training on file) shall conduct the said investigation. The procedure to be followed will be in accordance with Annexure 1 of GAR 9 – “Recording and Investigation of incidents”. A copy of this annexure can be found under Annexure D in this document.
- Particular attention is also drawn to OHSA 24, the reporting of certain incidents to an inspector of the Department of Labour.
- The principal contractor shall ensure that the investigations are kept for record purposes and he shall ensure that the outcome of the investigation is communicated to all affected parties as required i.e. the client and contractors.
- The client reserves the right to participate in all investigations into accidents or incidents and to conduct their own investigation if required.

C5.1.7.8 CONTRACTORS AND SUPPLIERS [OHSA 37(2)]

The client shall enter into an “Agreement with Mandatory” in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all appointed principal contractors, a copy of which can be found under Annexure B. Likewise all principal contractors shall enter into a similar agreement with all contractors, sub-contracted to them for any period of the contract. Please note that if contractors hire any construction vehicles or mobile plant, the companies from which the equipment is hired must provide any maintenance and test certification as required. In addition, if operators are hired with the equipment, proof of competence and medical certification must be provided.

The principal contractor shall ensure that all contractors are issued with this safety specification where reasonably practicable including any contractor pack for the project, should they not be contained in the safety specification.

The principal contractor shall assist and ensure that contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA. Contractors will be stopped from working in the event of unsafe conditions and activities being observed.

All contractors shall be subject to the requirements specified in the HSP and will be issued with a copy of the plan. If the contractor is not able to comply with the requirements set out in the plan, he shall not be appointed as contractor.

C5.1.7.9 PERSONAL PROTECTIVE EQUIPMENT, INTOXICATION, SIGNAGE AND ACCESS CONTROL [GSR 2]

C5.1.7.9.1 Personal Protective Equipment (PPE) [GSR 2]

- The principal contractor shall through the Risk Assessment process identify all specific PPE needs per each activity. Such identified PPE shall be captured in the form of a PPE matrix and displayed in the site office. Such matrix is to make reference to the task and the specific PPE requirements required to do the task.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- All Contractors will be responsible for the issuing of the required PPE as identified by the matrix.
- Should PPE be lost or stolen, then the employee will be issued with new PPE.
- No person/s shall be permitted entry into the site unless they are properly equipped with the required PPE as identified in the matrix.
- Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement.
- Training in the use, care and limitation of such PPE is to be provided and proof of such training is to be held in the health and safety file.
- Visitors shall be informed of PPE requirements prior to their visit so that they may make necessary arrangements to ensure their arrival well equipped with the correct PPE.

C5.1.7.9.2 Intoxication [GSR 2A]

The principal contractor shall be responsible to ensure that no persons may enter or remain at the construction site if under or apparently under the influence of intoxicating liquor or drugs. It may become necessary from time to time for contractors and their workers could be required to do a breathalyser test before entering the site.

C5.1.7.9.3 Display of signs [GSR 2B]

The principal contractor should make use of signage to assist in enforcing compliance to any requirement specified in this document or as required by law. Standard symbolic signs are acceptable for conveying these requirements where applicable.

C5.1.7.9.4 Access control [GSR 2C]

The principal contractor shall be responsible to ensure control of access to all persons entering the construction site. The reasons for this are as follows:

- The principal contractor is the „employer“ on the site and for all intents and purposes is responsible for section 8 of OHSA for employees and contractors and section 9 for any other person on site such as visitors and inspectors
- All persons entering the site must undergo induction training to inform them of the hazards present on the site. This includes contractors, visitors, inspectors etc.
- The construction supervisor will be aware of who is on site and their function
- The construction supervisor will be able to control tasks that may impact on other work being carried out on the site by a permit to work system
- The number of people and their purpose on the site must be known in case of emergency and evacuation security reasons

The principal contractor shall post conspicuous notices at the site informing all those entering the site of these requirements

C5.1.7.10 LADDERS [GSR 13A]

The following requirements shall be complied with regarding Ladders and Ladder work:

- A competent person shall be identified and appointed as the ladder inspector.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- No person is permitted to work longer than 15 minutes on a ladder. Should work take longer than 15 minutes to complete then alternative means of elevation is to be used.
- Ladders shall be inspected a minimum once per month and results recorded in a register by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

C5.1.7.11 PORTABLE ELECTRICAL TOOLS [EMR 9]

This regulation shall be complied to as a minimum requirement. Regular inspections of all Portable Electrical Tools such as drills, angle grinders etc, shall be carried out. In particular:

- Only trained personnel shall operate such equipment.
- The Construction Supervisor shall ensure operation of the equipment is in accordance with
- the HRA requirements and Safe Working Procedure (SWP).
- All users shall undergo regular awareness training (toolbox talk) to ensure compliance.
- The Construction Supervisor shall ensure the required PPE is used.

C5.1.7.12 PERMIT TO WORK

The permit holder shall be responsible to ensure that:

- All work being carried out on the site has been approved through the necessary project control system
- All work is being done in compliance with the issued permits.
- Permits required from third parties such as town councils for utility and water services are in place
- A permit system is operational so that work consisting of many tasks related to the construction on site, can be carried out without endangering the health and safety of personnel on site, neighbours and the public surrounding the site and/or causing damage to property.
- In particular, attention is drawn to GSR 9, which details the requirements for welding, flame cutting, soldering and similar operations (hot work)

C5.1.7.13 WORK IN CONFINED SPACES

The permit holder shall be responsible to ensure that:

- All work being carried out on the site has been approved the necessary project control system
- All work is being done in compliance with the issued permits.
- Permits required from third parties such as town councils for utility and water services are in place

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1.8. Application of the Construction Regulations [CR]

[Please note: this is not the complete list. Item 8.1 is compulsory and the rest are applicable if relevant to the work being carried out]

C5.1.8.1 HAZARD IDENTIFICATION, RISK ASSESSMENT AND RISK CONTROL (HIRA) [CR 9]

The contractor shall prior to the commencement of any construction work perform a HIRA exercise, which will form part of the HSP for the project.

A copy of the HIRA shall be made available for viewing to the client's agent and shall be kept in the Health and Safety File.

The contractor shall ensure that the outcome of all HIRA exercises will be conveyed to all relevant employees with respect to the hazards and the related control measures before any work commences.

The control of several of these risks may be specified in the OHSA does not mean that the HIRA exercise does not have to be carried out.

C5.1.8.2 FALL PROTECTION [CR 10]

Section 1 (a) of this regulation states that a contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan. The control of several of these risks may be specified in the OHSA or the CR but this does not mean that the HIRA exercise does not have to be carried out.

C5.1.8.3 STRUCTURES [CR 11]

The appointed civil contractor shall meet the requirements of this regulation. Attention is drawn, which requires the designer to inspect the structure at appropriate times and the record of these inspections to be available on site.

C5.1.8.4 EXCAVATIONS [CR 13]

Section 1 of this regulation states that this work must be carried out under the supervision of a competent person who has been appointed in writing. All the requirements of CR 13 shall be met. For inspection of excavations, attention is drawn to section 3 (h), the records of which must be available on site.

C5.1.8.5 CONSTRUCTION VEHICLES AND MOBILE PLANT [CR 23]

It will be the responsibility of each contractor on site to ensure compliance of their vehicles and mobile plant to these regulations. This includes vehicles to be used for

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

transporting personnel to and from site, which will be subject to relevant requirements such as licensing and roadworthiness checks. In addition the following will apply:

Safe transport for personnel working on the project to and from the workplace, which shall include proper seating, side restraints and cover.

Road safety principles shall be adhered to on and off staff.

If a mobile crane or other mobile plant is hired, only approved hire companies shall be contracted to provide such equipment. The Construction Supervisor shall ensure compliance of the provider to these regulations. In particular, attention is drawn to the competence and fitness of the operator [section 1 (d)] and the inspection of the equipment [section 1 (j)]

C5.1.8.6 TEMPORAL ELECTRICAL INSTALLATIONS[CR 24], INCLUDING [EIR] AND [EMR]

The requirements of these regulations shall be met as required, by the appointed electrical contractor. A competent person will be appointed for inspection and control of all temporary electrical installations as per CR 24 (d) and (e) respectively.

C5.1.8.7 WATER ENVIRONMENTS [CR 26]

The requirements of this regulation shall be met.

C5.1.8.8 HOUSEKEEPING [CR 27] INCLUDING [ERW(6)]

All contractors shall ensure that housekeeping standards as per these regulations shall be maintained at all times.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1.8.9 STACKING OF MATERIALS [CR 28] INCLUDING [GSR (8)]

All contractors shall ensure that materials are only stored in defined and allocated storage areas and that materials being stored are stacked in accordance with sound stacking principles as per these regulations.

C5.1.8.10 FIRE PRECAUTIONS [CR 29]

All contractors on site will comply fully with the requirements of this regulation. In particular, the principal contractor will be responsible for the evacuation plan (section (I)) the details of which will be imparted to contractors, visitors etc through the site induction.

C5.1.8.11 CONSTRUCTION WELFARE FACILITIES [CR 230]

The principal contractors shall be responsible for implementing this regulation and shall ensure that adequate facilities are provided for the personnel on site in terms of the following:

- Change room facilities
- Sheltered eating area
- Adequate toilets
- Hand wash facility
- Potable water.

No food preparation shall be conducted on site. Eating and drinking will only be permitted in the designated eating areas, which must be provided with adequate seating. Waste bins shall be strategically placed and clearly regularly.

C5.1.9 Site-specific and Design Risks

Please note: this is not a complete or exhaustive list. The principal contractor is expected to assess all risks to which his employees may be exposed during the construction and/or demolition process, as well as the hazards identified and listed below.

The following jobs or activities are classified as High

- Confined Space Entry
- Excavation
- Construction vehicles and mobile plant
- Traffic accommodation
- Pouring Concrete
- Working at Heights

C5.1.9.1 HAZARD IDENTIFICATION AND RISK ASSESSMENT METHODOLOGY**C5.1.9.1.1 Baseline Risk Assessment**

A Baseline Hazard Identification and Risk Assessment must be carried out during the preliminary stages of the construction/demolition project for the purposes of attempting to reduce the possibility of accidents or ill health occurring.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Taking into account the constraints of time and resources, every effort must be made to identify the hazards and recommend possible solutions. It is not reasonably practicable to expect the baseline risk assessment to identify all hazards, which is why task risk assessments are carried out on site.

C5.1.9.1.2 Task risk assessment

Once on site, every contractor shall perform task risk assessments, using the baseline risk assessment as a guide.

The Risk Assessment should be reviewed once on site and thereafter after any incident or every one-year period, whichever occurs first. Additional hazards highlighted or a change in the risk factor should have a separate risk assessment carried out and filed.

The Risk Assessment is based on the combination of the CONSEQUENCE and PROBABILITY associated with each hazard.

C5.1.9.1.3 Definitions

Term	Meaning
HAZARD:	Anything that can cause harm
RISK:	The chance, great or small, that someone will be harmed by the hazard
CONSEQUENCE:	The possible outcome of an accident / incident, e.g. broken leg, explosion
PROBABILITY:	The possibility of the accident / incident occurring

C5.1.9.1.4 Risk assessment

The following evaluation must be used to determine risk:

Probability X Consequence = RISK

Consequence (Impact)	(3) Critical (Fatal/Permanent Disabling Injury)	(3) Medium risk	(6) High risk	(9) CRITICAL
	(2) Major (Temporary)	(2) Low risk	(4) Medium risk	(6) High risk
	(1) Manageable (Minor/first aid)	(1) Low risk	(2) Low risk	(3) Medium risk
		(1) Remote (<10%) Probability (Likelihood)	(2) Possible (10-50%)	(3) Likely (>50%)

Risk Matrix:

RED	= High Risk (6 – 9)
ORANGE	= Medium Risk (3 – 4)
GREEN	= Low Risk (1 – 2)

Activity	Hazard	Risk Eval.	Precautions and Control Measures
			1. Eliminate the risk 2. Control the risk at its source 3. Follow a safe working procedure
1. Describe task	Hazard 1	9, 6, 4, 3, 2, or 1	<ul style="list-style-type: none"> • Precaution 1 • Precaution 2 • Etc.
	Hazard 2		<ul style="list-style-type: none"> • Precaution 1 • Precaution 2 • Etc.

C5.1.9.2 SITE-SPECIFIC RISKS

The following site-specific risks have been identified for this project. These must be catered for in the contractor's health and safety plan (that which is applicable to their scope of work), and included in the site-specific risk assessment:

C5.1.9.2.1 Traffic – restrictions, existing systems, site traffic
Traffic accommodation must be arranged with the principal agent.

C5.1.9.2.2 Site security and access –
This is controlled by the individual contractor responsible.

C5.1.9.3 DESIGN RISKS

The following design risks have been identified by the designer for this project. These must be catered for in the contractor's health and safety plan (that which is applicable to their scope of work), and included in the site-specific risk assessment:

- C5.1.9.3.1 Excavations
- C5.1.9.3.2 Traffic Accommodation
- C5.1.9.3.3 Vehicle and mobile plant
- C5.1.9.3.4 Working with sewage

C5.1.10 Fines and Penalties

C5.1.10.1 MINOR HEALTH OR SAFETY TRANSGRESSION

Not wearing PPE; e.g. safety helmet, eye protection, high visibility vests or foot protection.
Fine: R1000-00 will be issued to the contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1.10.2 SERIOUS HEALTH OR SAFETY TRANSGRESSION

Not contributing to good housekeeping practices, improper stacking and storage, lack of supervision on site, failure to carry out risk assessments for tasks or activities, failure to carry out toolbox talks, failure to train employees in risk assessments and/or safe work procedures, failure to issue PPE to employees. Fine: R2000-00 will be issued to the contractor

C5.1.10.3 MAJOR HEALTH OR SAFETY TRANSGRESSION

A life-threatening activity, condition, act or contribution by an employee in creating an unsafe working environment for himself or herself or other persons, failure to wear critical PPE (safety harness, eye protection, respiratory equipment, or as stipulated in the risk assessment).

Fine: Up to R3000.00 will be issued to the contractor

C5.1.10.4 REPEAT OFFENCES

A contractor that receives more than three (3) major transgressions for the same offence and may, at the discretion of the project manager, be required to leave site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1 - ANNEXURE A (Notification of Intention to Commence Construction Work)

NOTIFICATION OF CONSTRUCTION WORK Regulation 4 of the Construction Regulations, 2014

1(a) Name and postal address of principal contractor:

.....

(b) Name and telephone number of principal contractor's contact person:

.....

2. Principal contractor's compensation registration number:

.....

3(a) Name and postal address of client:

.....

(b) Name and telephone number of client's contact person or agent:

.....

4(a) Name and postal address of designer(s) for the project:

.....

(b) Name and telephone number of designer's contact person:

.....

5. Name and telephone number of principal contractor's construction manager on site appointed in terms of regulation 8(1):

.....

6. Name/s of principal contractor's sub-ordinate manager on site appointed in terms of regulation 8(2):

.....

7. Exact physical address of the construction site or site office:

.....

8. Nature of the construction work:

.....

9. Expected commencement date:

10. Expected completion date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

11. Estimated maximum number of persons on the construction site:
- Total _____ Male _____ Female _____
12. Planned number of contractors on the construction site accountable to principle contractor:.....
13. Name(s) of contractors already chosen:.....
-
-
-
-
- Principal contractor _____ Date _____
- Client _____ Date _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1 - ANNEXURE B (Example: Appointment - Construction Supervisor)

APPOINTMENT OF A CONSTRUCTION MANAGER

CONSTRUCTION REGULATION 8 (1)

8(1) The contractor shall appoint a full time, competent employee in writing as the construction supervisor with the duty of supervising construction work.

APPOINTMENT

I, _____ (contractor's name), having been appointed in terms of section 16 (2) of the Occupational Health and Safety Act (85 of 1993) to ensure full compliance with the Act, do hereby appoint:

_____ (name of appointee), being a full-time employee, as the Construction Manager responsible for:

_____ (site address), to supervise construction work for the duration of the project/ contract or until you are relocated to another site/ project or leave the employ of the company.

You are reminded that you are required to be conversant with all relevant statutory provisions and regulations of the Occupational Health and Safety Act (85 of 1993) in the regard to carrying out of construction work.

Signature _____

Date _____

Designation _____

ACCEPTANCE

I, _____ (name of appointee) hereby accept and understand the requirements of this appointment as Construction Manager and confirm that I have the necessary competence required and that I am conversant with all the relevant statutory provisions of the Occupational Health and Safety Act (85 of 1993).

Signature _____

Date _____

Designation _____

Certificate(s) of training&CV attached

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1 - ANNEXURE C Inspection List

Inspections Required

No.	Inspection	By who	Frequency	Record
1	Excavations	Appointed Person	Daily before shift, plus other	Checklist
2	Construction Vehicles and Mobile Plant	Appointed Person	Daily	Inventory/ checklist
3	Electrical Installations (temporary)	Appointed Person	Weekly	Inventory/ checklist
4	Fire Equipment	Appointed Person	Manufacturer's spec	Inventory/ checklist
5	First Aid Box Contents	First Aider	Monthly	Inventory
6	Ladders	Competent Person	Monthly	Inventory/ checklist
7	Lifting Tackle	Appointed Person	3- monthly	Inventory/ checklist
8	Hand Tools	Appointed Person	Monthly	Inventory/ checklist
9	Portable Electrical Equipment	Appointed Person	Monthly	Inventory/ checklist
10	Health & Safety Rep	H&S Rep/ Safety Officer	Monthly	Checklist
11	Good Housekeeping	H&S Rep/ Safety Officer	Monthly	Report
12	Stacking and Storage	Appointed Person	Monthly	Report
13	Change Rooms and Toilets	H&S Rep/ Safety Officer	Monthly	Inventory/ checklist
14	Pneumatic Tools	Appointed Person	Monthly	Inventory/ checklist

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1 - ANNEXURE D (Recording and Investigation of Incidents)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993(ACT NO 85 OF 1993)REGULATION 9 OF THE GENERAL ADMINISTRATIVE REGULATIONSRECORDING AND INVESTIGATION OF INCIDENTS

A RECORDING OF INCIDENT

1. Name of Employer

2. Name of affected person

3. Identity Number of affected person.....

4. Date of incident.....

5. Time of Incident

6. Part of the body affected*	Head or neck	Eye	Trunk	Finger	Head	
	Arm	Foot	Leg	Internal	Multiple	
7. Effect on the person. *	Sprains or strains	Contusions or wounds	Fractures	Burns	Amputation	
	Electric Shock	Asphyxiation	Unconsciousness	Poisoning	Occupational Diseases	
8. Expected period of disablement.*	0-13 days	2-4 weeks	>4-16 weeks	>16-52 weeks	>52 weeks or permanent disablement	Killed

9. Description of Occupational disease**

.....

10. Machine/ process involved/ type of work performed/ exposure*

.....

.....

11. Was the incident reported to the Compensation Commissioner and Provincial Director? Make a cross in the appropriate square

Yes

No

12. Was the incident reported to the Police? Make a cross in the appropriate square

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Yes	No
-----	----

13. SAPS office and reference

.....

.....

*To be completed in case of a fatal incident

**in case of a hazardous chemical substance, indicate substance exposed to.

B. INVESTIGATION OF THE ABOVE INCIDENT BY A PERSON DESIGNATED THERETO

1 Name of investigator.....

2 Date of investigation

3 Designation of investigator

.....

4 Short Description of incident.....

.....

.....

5 Suspected cause of incident.....

.....

.....

6. Recommended steps to prevent a recurrence.....

.....

.....

.....

Signature of investigator

Date

--

Contractor

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

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Witness 2

C. ACTION TAKEN BY THE EMPLOYER TO PREVENT THE RECURRENCE OF A
SIMILAR INCIDENT

.....

.....

.....

.....

.....

.....

.....
Signature of investigator Date

D. REMARKS BY HEALTH AND SAFETY COMMITTEE

Remarks.....

.....

.....

.....

.....

.....

.....

.....

.....
Signature of chairperson of health and safety committee Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1 - ANNEXURE E (SECTION 37(2) – AGREEMENT WITH MANDATORY)

AGREEMENT WITH MANDATORY (Contractor), OCCUPATIONAL HEALTH AND SAFETY ACT, (Act No 85 of 1993) AGREEMENT WITH MANDATORY (Contractor) In terms of Section 37(1) and (2)

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

.....
.....
.....

(Hereinafter referred to as the Company) AND

.....
.....
.....

CONTRACTOR(Hereinafter referred to as The Contractor)

.....

Compensation Fund Number:

AGREEMENT WITH MANDATORY TO BE COMPLETED IN BLACK INK. INITIAL EACH PAGE AND ANY CHANGES.

.....
.....
.....
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Contractor

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Employer

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Definition of MANDATORY

Includes an agent, a contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user.

Occupational Health and Safety Act (No. 85 of 1993)

1. You are requested to, as far as you reasonably can, comply with the requirements of the OHS ACT and Regulations.
 2. Your attention is drawn to “General Duties of Employers to their Employees” as required by Sect 8 of the Act.
 3. You are required to:
 - 3.1 Sign a written “Agreement with Mandatory” as required by Sect 37(1)(2) of the Act with us before you commence any work on my / our premises / site.
 - 3.2 Provide the client / principal contractor with a documented health and safety plan.
 - 3.3 Provide the client / principal contractor with written appointment of the person who is going to supervise the construction work as per Construction Regulation 6(1).
- Note: Electrician to provide copy of certificate of registration as per Elect. Install Reg. 9(3).
- 3.4 Provide the client / principal contractor with written designation of your nominated Health and Safety Representative as per Sect 17(1).
 - 3.5 If you employ more than five (5) persons, you are required to provide your own First Aid Box. (General Safety Regulation 3 (2).)
 - 3.6 If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per General Safety Regulation 3(4).
 - 3.7 When working with hazardous chemical substances, comply with Hazardous Chemical Substances Regulation
- Note: Asbestos and Lead regulations are separate.
- 3.8 When using a Materials Hoist , comply with Construction Regulation 17.
 - 3.9 When using Lifting Machines and Lifting Tackle, comply with Driven Machinery Regulation 18.
 - 3.10 When using Explosive Powered Tools, comply with Construction Regulation 19.
 - 3.11 When using Scaffolding, Formwork and support work, comply with Construction Regulation 10 and 14.
 - 3.12 When Excavating or Demolishing, comply with Construction Regulation 11 and 12.
 - 3.13 When Welding, Flame Cutting, Soldering, comply with General Safety Regulation 9.
 - 3.14 When working in confined spaces, comply with General Safety Regulation 5.
4. You are responsible for providing your own legal safety documents and registers to comply with the Act's requirements. *A copy of the OHS Act of 1993 should be available in the main contractor's office.*
 5. You are required to comply with General Safety Regulation 2(1) to (7) and provide employees with: personal protective equipment which will allow them to carry out

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their work in a safe manner, e.g. hard hats, safety belts, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.

6. Reporting of Incidents and Occupational Diseases shall be done as per General Admin. Regulation 6. (Also see Sect 24 of the Act.)
7. Compensation for Occupational Injuries and Diseases Act (No 130 of 1993)
mYou are required to provide the client proof of registration with the Compensation Commissioner/Federated Employer's Mutual within seven (7) days after signing this agreement. Failure to do so would result in the client notifying the agent of the Commissioner to investigate and make an assessment of your wage return and the applicable levy you have to pay, which will be liable for a deduction from your monthly progress payments and paid over to the Commissioner. (Copies of proof of payment will be provided to the contractor)
See Section 89(1) of the COID

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C5.2 REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

This section provides specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP).

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP programmes.

Furthermore, in order to avoid duplication of training programmes and training facilities, all structured training, including the training for Small Contractor Development (SCD), (in those instances where SCD is included in the contract), shall be measured and paid for in terms of the pay items provided in this section.

C5.2.1. Expanded Public Works Programme (EPWP)

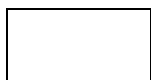
C5.2.1.1 LABOUR-INTENSIVE CONSTRUCTION (LIC), SUPERVISION AND MANAGEMENT FOR THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and plant, where labour is preferred and plant is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015”.

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

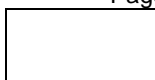
Items scheduled for labour-intensive construction are marked with the letters “LI” in the schedule of quantities in the manner described in the Pricing Instructions.



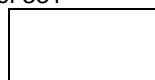
Contractor



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Contractors shall note that they shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause 3 of this section.

C5.2.1.2 LABOUR LAWS APPLICABLE TO THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

C5.2.1.3 PERSONS TO BE EMPLOYED UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

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The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-intensive works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the War Room convener for each relevant ward, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

- 60% women;
- 55% youth who are between the ages of 16 and 35; and
- 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-intensive works for all LI activities undertaken on this project:

- Minimum supervisor to worker ratio = 1: 100

C5.2.1.4 CONTRACT OF EMPLOYMENT WITH PERSONS EMPLOYED UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this section: Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on

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31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

C5.2.1.5 EMPLOYMENT OF TARGETED LABOUR UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The Contractor shall be contractually obliged to:

- a) brief EPWP workers on the conditions of employment;
- b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be:

- R 200 per task (for task-rated workers); or
- R 200 per day (for time-rated workers).

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme.

Tasks set by the Contractor shall be such that:

- (a) the average EPWP worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest EPWP worker completes 5 tasks per week in 55 hours or less.

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

C5.2.1.6 TRAINING OF PERSONS EMPLOYED UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause 4 below.

C5.2.1.7 CONTRACTOR'S OBLIGATIONS TOWARDS PERSONS EMPLOYED UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the

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- Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
 - c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
 - d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
 - e) ensure that all participants receive induction on site safety prior to commencing with work on site;
 - f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
 - g) provide safe on-site storage facilities for apparel and tools issued to the participants;
 - h) assist in the assessment of participants with regard to their competencies;
 - i) provide overall supervision and day-to-day management of participants; and
 - j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

C5.2.1.8 APPAREL AND TOOLS FOR PERSONS EMPLOYED UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHS 1993 Health and Safety Specification and the Contractor's site specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

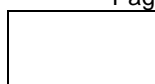
- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
 - Protective overalls (two sets), green in colour, with EPWP branding;
 - Lime green reflective safety vest with EPWP branding;
 - Protective footwear; and
 - Protective gloves.
- (b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site specific health and safety plan and accompanying risk assessments, such as:
 - Protective headwear, green in colour, with EPWP branding;



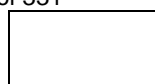
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- Protective eyewear such as spectacles and goggles;
 - Protective face shields;
 - Protective earplugs and earmuffs;
 - Respiratory masks;
 - Disposable safety apparel;
 - Kidney belts;
 - Safety harnesses; and
 - Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- where the employee requests the issue of additional PPE in excess of what is prescribed;
- where the employee has patently abused or neglected the issued PPE leading to early failure; or
- where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings.

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Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the schedule of quantities.

C5.2.1.9 EPWP CONTRACT SIGNBOARD

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the schedule of quantities for this purpose.

C5.2.1.10 PAYMENT MATTERS RELATING TO THE EPWP WORK

C5.2.1.10.1 General

No separate pay items shall be provided in terms of the schedule of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

C5.2.1.10.2 Payment for labour-intensive components of the work

Payment will be made for items which are designated for labour-intensive construction in the schedule of quantities only in those instances where such items are constructed using labour-intensive methods.

Any unauthorised use of plant to carry out work which was scheduled to be carried out using labour-intensive methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner,

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either in full or in part, using labour-intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-intensive methods.

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C5.2.1.11 PENALTY APPLICABLE TO ANY SHORTFALL IN THE LOCAL LABOUR CONTENT ACHIEVED

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and VAT).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of the Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_o)/100] \times CA$$

where:

- E is the specified minimum percentage for local labour content
- E_o is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract
- CA is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)
- P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause 1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour. Failure by the Contractor to achieve the interim target shall result in the Contractor being liable for a financial penalty as prescribed in this clause.

C5.2.2. Job Creation Reporting for EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause C5.2.2.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause C5.2.2.2 below.

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C5.2.2.1 TYPE OF PROJECT DATA REQUIRED PER PROJECT

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this section of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

C5.2.2.1.1 Participant (local labour) data

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

C5.2.2.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The data shall include:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

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C5.2.2.1.3 Project payment data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or
- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

C5.2.2.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).

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- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (f) Training information.

C5.2.2.2 PROJECT DATA TO BE SUBMITTED WITH THE CONTRACTOR'S PAYMENT CERTIFICATES

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
 - Certified ID copies of all local labour employed as EPWP participants;
 - Attendance registers for the EPWP participants;
 - Proof of payment of EPWP participants; and
 - Information as required in terms of the EPWP Data Collection Tool template.

C5.2.3. Provision of Structured Training

C5.2.3.1 SCOPE OF STRUCTURED TRAINING

In order to avoid duplication of training programmes and training facilities, all structured training, shall be implemented, measured and paid for in accordance with the requirements of this section: Requirements of the Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications.

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Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

- The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.
- The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

- (a) Generic skills training;
- (b) Entrepreneurial skills training;
- (c) Construction skills training; and
- (d) In-service training.

Generic skills training and in-service training shall be provided to all EPWP participants.

Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only.

Entrepreneurial skills training comprises both management skills training and business development skills training.

Construction skills training comprises specific on-task skills training.

C5.2.3.2 TRAINING PROVIDER AND TRAINERS

The Contractor shall be required to procure the services of a training provider accredited by the Construction Education and Training Authority (CETA).

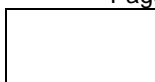
The training provider shall have in its employ trainers who are registered as assessors with the Construction Education and Training Authority (CETA), and who shall deliver the training.



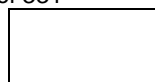
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Witness 1



Witness 2

Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer’s Agent. Such accreditation and registration shall be current and valid, and the proof submitted shall include the NQF levels and unit standards for which each trainer is accredited.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.2.3.3 SKILLS ANALYSIS AND SELECTION OF TARGETED EPWP PARTICIPANTS

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels of the persons employed on the Site shall provide a basis to guide the Contractor and the training provider on how to conduct the selection process.

The Contractor shall therefore conduct a skills analysis of the local labour and Targeted Enterprises employed, in order to determine the formal education qualifications of each employee.

The Contractor, in conjunction with the training provider, shall then identify those persons that display the potential to benefit from such structured entrepreneurial and construction skills training as may be provided for in the contract, and shall make recommendations in this regard to the Employer's Agent.

The final candidates selected for such training shall be decided between the Contractor and the Employer's Agent (or by the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable).

C5.2.3.4 STRUCTURED TRAINING PROGRAMMES

The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial and construction skills training.

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date. (Compiler to note that training courses cannot commence until the Contractor has fully established his facilities on site, including the required training facilities, and until the labourers that will be the recipients of the intended training have been recruited. The recruitment of labour, in turn, will to a large extent commence only after the initial subcontractors have been procured. A reasonable amount of time must therefore be allowed before the training process can commence).

All training shall take place within normal working hours, or as otherwise agreed with the learners.

The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS

Contractor

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Witness 2

Employer

Witness 1

Witness 2

awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za):

ENTREPRENEURIAL SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context

Contractor

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Employer

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The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za):

CONSTRUCTION SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context
National Certificate: Construction: Roadworks	24173	Level 3	155	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Construction: Roadworks	24133	Level 2	120	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Occupational Health, Safety and Environment	74269	Level 2	120	This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues.

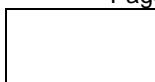
The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent, and the Contractor shall, if so instructed by the Employer's Agent, alter or amend the programmes and the course content to meet any additional needs identified.



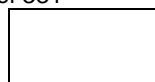
Contractor



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Witness 2



Employer



Witness 1



Witness 2

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

- (a) the provision of the trainers;
- (b) the provision of a suitable secure venue complete with adequate furniture, lighting, air conditioning, power and ablution facilities;
- (c) the provision of all necessary stationery, consumables and study materials;
- (d) the transportation of the learners to and from the training facility;
- (e) the payment of wages to all learners during the classroom training at a rate equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme;
- (f) the provision of any relevant Personal Protective Equipment (PPE) required for the training; and
- (g) additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued, and shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

C5.2.3.5 IN-SERVICE TRAINING

The Contractor shall, from the commencement of the contract, implement an in-service training programme in which the various skills required for the execution and completion of the Works are imparted to the EPWP participants engaged thereon.

Throughout the duration of the contract, the EPWP participants shall be trained progressively through the various stages of each particular type of work in which they are engaged, and their work shall be supervised and monitored and their methods corrected where necessary.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The in-service training programme shall be submitted with the initial Works programme. The Contractor shall record the progress in relation to this programme on a monthly basis, and this progress report shall be incorporated in the monthly site meeting minutes and the payment certificate.

The Contractor shall provide sufficient skilled and competent trainers to train all EPWP participants engaged on the contract in the various skills required to enable them to carry out the required construction activities.

The in-service training of EPWP participants shall take place before commencement of the relevant construction activity, and the Contractor shall take into account in his programme the lead time required for such training. All in-service training shall be deemed to be an element of the relevant construction activity.

All formal in-service training shall be documented in terms of the EPWP Data Collection Tool template, and shall be accompanied by an attendance register of the EPWP participants on the applicable days.

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor's in-service training obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the schedule of quantities.

On termination of their employment, the Contractor shall provide each EPWP participant engaged on the contract with a certificate of service on which the following information shall be recorded:

- the name of the Contractor;
- the name of the project / contract;
- the name of the employee;
- the nature of the work satisfactorily executed by the EPWP participant and the time spent thereon;
- the nature and extent of training provided to the EPWP participant; and
- the dates of service.

C5.2.3.6 TRAINING VENUE FACILITY

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications.

In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

Contractor

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Witness 2

Employer

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Witness 2

This facility shall be used to deliver all training.

The facility shall accommodate a class of up to 25 learners and shall comprise the following:

(a)	Lecture room (interior area)	=	48 m ²
(b)	Ablutions (male)	=	6 m ²
(c)	Ablutions (female)	=	6 m ²
(d)	Chairs for learners (individual chairs, with backs)	=	25 off
(e)	Desk area for 25 learners (500 mm width)	=	12,5 m ²
(f)	Chairs for trainers and management (individual chairs, with backs)	=	5 off
(g)	Table area for trainers and management	=	3 m ²
(h)	220/250 volt power points	=	6 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	6 off
(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off
(k)	Wash hand basins complete with taps and drains	=	4 off
(l)	Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	=	2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	4 off
(n)	Voltage stabilizers	=	2 off
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	=	2 off
(p)	White boards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	12 m ²

C5.2.3.7 CONSTRUCTION SKILLS TRAINING

The focus of training provided on the contract should be to support the development of the Targeted Enterprise. Construction skills training will be approved by the PMT only when appropriate.

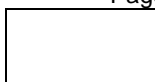
The Targeted Enterprise, their workforce and hired labour that show initiative will be entitled to receive structured training that will improve on-task skills necessary for the execution and successful completion of the works. The Contractor, in conjunction with the Employer's Agent, shall monitor the progress of the hired labour and each Targeted Enterprise closely and shall identify those who, in their collective opinion, will benefit from structured construction skills training as may be provided for in the contract, and where required by the Employer's Agent shall make recommendations in this regard. The final list of candidates shall be decided between the Contractor and the Employer's Agent, and those selected shall receive formal construction skills training in a programmed and progressive manner throughout the duration of the contract.



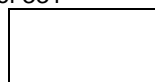
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

The training programme shall offer complete courses that could comprise some or all of the following modules:

- (i) Use and maintenance of hand tools;
- (ii) Operation of equipment;
- (iii) Manufacture and installation of minor precast concrete units;
- (iv) Erect, dismantle and maintain formwork;
- (v) Basic concrete skills;
- (vi) Excavation, backfill and compaction;
- (vii) Bricklaying;
- (viii) Erosion protection using stone pitching, gabions or renos.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the various training workshops and modules including:

- (i) Provision of a suitable fully serviced training venue facility;
- (ii) Procurement of suitable accredited trainers;
- (iii) Provision, in conjunction with the accredited trainers, of all the necessary training materials, including stationery and study materials; and
- (iv) transportation of the learners to and from the training venue facility (it is therefore in the Contractor's interest that the training venue facility be provided on the site in order to reduce these transportation costs).

In order to avoid duplication of training programmes and training facilities, all structured training, including the training described in this section: Small Contractor Development, shall be measured and paid for in terms of the pay items provided for training in Requirements of the Expanded Public Works Programme (EPWP).

C5.2.4. Community Liaison

C5.2.4.1 PROJECT LIAISON COMMITTEE

The process of implementing infrastructure projects will be undertaken by means of structured engagement between those responsible for the delivery of the project and the community.

A Project Liaison Committee (PLC) is a vital means of communication between the parties involved with the project. A PLC may be formed if the project is such that a specific community can be identified.

The PLC comprises representatives of the employer, the engineer and formal structures within the community. The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative shall also attend the monthly PLC meetings when so requested.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The PLC shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

The PLC deals with local labour on the project, and is tasked with:

- assisting with community liaison and the resolution of community disputes;
- devising fair and transparent procedures that will assist the contractor in the engagement of labour;
- advising on and monitoring labour issues; and
- assisting in the resolution of labour disputes.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

C5.2.4.2 COMMUNITY LIAISON OFFICER (CLO)

The contractor, after consultation with the Project Liaison Committee (PLC), shall appoint a competent local person as a Community Liaison Officer (CLO). The contractor shall appoint the CLO as part of his site personnel, and shall direct all his liaison efforts with the local community through the appointed CLO.

The period of employment and the remuneration of the CLO shall be determined jointly by the contractor, the engineer and the employer.

The CLO shall:

- (i) represent the community and assist the contractor, the engineer and the employer with communication between them and the community;
- (ii) work an 8-hour day with a total of 40 hours worked per week, and shall be present on site each day except when performing off-site community liaison activities;
- (iii) communicate daily with the contractor on labour related issues such as numbers and skill;
- (iv) assist in the identification and screening of local labourers from the community in accordance with the contractor's requirements;
- (v) inform local labour of their conditions of employment, including their period of employment;
- (vi) attend disciplinary proceedings involving local labour, and ensure that hearings are fair and reasonable;
- (vii) attend all meetings at which the community and/or local labour are present or are required to be represented;
- (viii) attend monthly site meetings to report on community and local labour matters;
- (ix) keep a daily written record of interviews and community liaison;
- (x) submit monthly returns regarding community liaison; and
- (xi) carry out all such other duties as agreed upon between all parties concerned.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A new pay item is included in section 1200 of the schedule of quantities relating to the payment of the CLO on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the CLO are required, and not necessarily for the full duration of the contract.

C5.2.5. Compensation for Occupational Injuries and Diseases Act, 1993

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993, as amended. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. These amounts shall not be included in the wage rates and shall be payments allowed for by the contractor in addition to the wages paid to labour. The manner in which compensation in terms of this Act shall be handled shall be resolved by the Contractor at the commencement of the contract.

C5.2.5. Labour

A Project Liaison Committee has been established and is a vital means of communication between all parties involved with the project. The composition of the PLC comprises representatives of the Employer, the Employer's Agent and formal structures within the community.

The Contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will be also required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Amakosi in the area.

C5.2.5.1 LABOUR-INTENSIVE CONSTRUCTION METHODS

Labour-intensive construction shall mean the economically efficient employment of as great a portion of local labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, where local labour is the primary resource, supported by plant for activities that cannot be carried out feasibly by labour only.

Contractor

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Employer

Witness 1

Witness 2

Labour-intensive construction activities are to be planned as task-based work as a general rule. A task means a fixed quantity of work, to be performed to a clearly defined quality. Task-based work means work in which a worker is paid a fixed rate for performing a task, which is clearly defined in terms of quantity and quality. Typically a particular task can be completed within a working day.

Appropriate portions of the Works included in the Contract shall be carried out using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Employer's Agent, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

Such portions of the Works shall be constructed utilizing only the local labour of the Contractor and/or the local labour of subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Employer's Agent and in accordance with the further provisions of the relevant sections of Part B of the Project Specifications.

Subject to considerations of occupational health and safety, and subject to the nature of the in situ materials being such that they can be excavated efficiently by hand, the portions of the Works to be carried out under supervision using labour-intensive construction methods, designated as LI items in the bill of quantities, include, but are not limited to, the following:

- Erection of the contractor's and engineer's site establishment facilities;
- Provision of domestic services at the site establishment facilities;
- Provision of flagmen and labour for erecting traffic accommodation facilities;
- Clearing of the Site;
- Excavation for structures and open drains up to 1,5 m deep where the depth of the water table permits such excavation to be carried out safely, and the subsequent backfilling thereof;
- Bedding, selected fill, backfilling and compaction of all trenches for prefabricated culverts irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Mixing and placing of concrete for the channel and backing to the prefabricated kerbs;
- Mixing and placing of concrete for concrete lined drains and sidewalks;
- Mixing and placing of concrete for minor drainage structures and road furniture structures;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
- Mixing and placing of concrete for concrete edge beams at gravel road access points;
 - Installation of prefabricated kerbs;
 - Construction of all brickwork required for drainage structures and manholes;
 - Erection of falsework and formwork;
 - Fixing of reinforcement;
 - Spreading of offloaded earthworks materials to the extent scheduled;
 - Spreading of offloaded layer works materials to the extent scheduled;
 - Spreading of stabilising agent;
 - Maintenance patching of surfacing;
 - Slurry seal surfacing;
 - Excavation for and construction of stone pitching, and subsequent backfilling;
 - Excavation for and construction of gabion boxes and mattresses, and subsequent backfilling;
 - Dismantling / erection of fences;
 - Excavation and subsequent backfilling for guardrail;
 - Dismantling / erection of guardrail;
 - Excavation and subsequent backfilling for road signs;
 - Dismantling / erection of road signs;
 - Spreading of topsoil;
 - Planting of grass cuttings, grass sodding and hand sowing of grass seeds; and
 - Cleaning and tidying up of the Site.
 - Compiler to add to / remove from the list above in accordance with the specific requirements of this contract.

In respect of those portions of the Works which are not listed above, the construction methods adopted and the plant utilized shall be at the discretion of the Contractor, provided always that the construction methods adopted and the plant utilized by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.2 – Annexure A – Practical Examples



Printing on PPE

PPE (Overalls) shall be orange with/without reflective tape and shall be branded as follows:

- EPWP logo (printed or embroidered) on the left front pocket location ie over the heart position. (full colour)
- Implementer's Logo on the right front pocket (printed or embroidered) location (full colour)
- The height of the provincial logo (including text) shall exceed the height of the EPWP logo (including text)
- The letters EPWP on the back of the PPE in BLACK
- The program name eg Vuk'uphile is to be printed on the left sleeve of short sleeved apparel and may not have to be placed on long sleeved apparel.
- Where required orange safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the works ever allow for labour to work without high visibility vests.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Hard Hats may be printed monochrome or colour. The EPWP and Implementing Agent Logos are to be located on the sides of the Hard-Hat.



Floppy hats are to have the EPWP Logos on the front of the hat. The implementing agents logo may be placed on the rear of the cap



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Logo Options

Implementing Agent Examples

National Projects

Provincial Department Projects

Municipal Projects

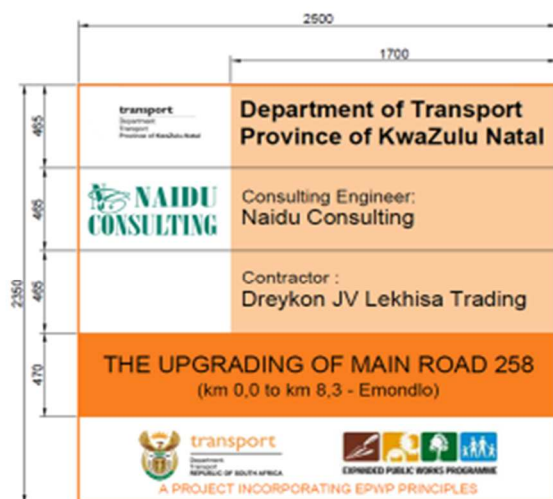
PLEASE VERIFY WHICH LOGO NEEDS TO USED

EPWP LOGO

EXPANDED PUBLIC WORKS PROGRAMME

The Logo shall not be disproportionately stretched. A monochrome black logo may be used on approval only.

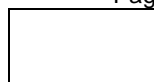
The above logo is the current logo. Logos with green text below the words EXPANDED PUBLIC WORKS PROGRAMME are old logos and should not be utilised.



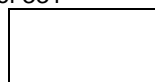
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C5.2 – Annexure B – Pro Forma EPWP Contract of EmploymentContractor's
Logo

EXPANDED PUBLIC WORKS PROGRAMME

This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herein.

EPWP CONTRACT OF EMPLOYMENT between**Employer Details**

Name	Click or tap here to enter text.	Address	Click or tap here to enter text.
Telephone	Click or tap here to enter text.		
Email	Click or tap here to enter text.		
Contact	Click or tap here to enter text.		

And

Employee Details

Name	Click or tap here to enter text.	Surname	Click or tap here to enter text.
ID:	Click or tap here to enter text.	Cell	Click or tap here to enter text.
Sex (M/F)	Male <input type="checkbox"/> Female <input type="checkbox"/>	Disability	Yes <input type="checkbox"/> No <input type="checkbox"/>
Primary Language	Click or tap here to enter text.	Physical Address	Click or tap here to enter text.
Other Languages	Click or tap here to enter text.		
Highest Education Level Achieved	Click or tap here to enter text.	Local Municipality	Click or tap here to enter text.
Other qualifications	Click or tap here to enter text.	Ward	Click or tap here to enter text.
Grant Received (Y/N)	Yes <input type="checkbox"/> No <input type="checkbox"/>	Grant type:	

Employment Details

Name of project:	Click or tap here to enter text.		
Job Title:	Click or tap here to enter text.		
Duties:	Click or tap here to enter text.		
Contract Start Date	Click or tap here to enter text.	Contract Finish Date	Click or tap here to enter text.
The wage per task/day is:	R Click or tap here to enter text. / Hour/Day/task (Specifier to select correct rate)		

Special Conditions

<p>You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons:</p> <ul style="list-style-type: none"> a) The contractor does not get additional contracts from the EPWP. b) Funding for the programme in your area comes to an end. c) Underperformance: first offence – final written warning. Second offence – dismissal. 	<p>Payment</p> <ul style="list-style-type: none"> a) You will be paid a fixed amount stipulated above for completing a fixed amount of work. b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day. c) You will only be paid for work completed. d) Payment during classroom training shall be R /day
<p>Personal Protective Clothing will be supplied to the employee by the employer depending on the work to be performed, and will remain the property of the employee provided that the employee has worked for at least 3 months.</p>	

Acceptance

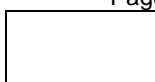
Employer Name:	Employer Signature:	Employee Name:	Employee Signature:
Witness 1 Name:	Witness 1 Signature:	Witness 2 Name:	Witness 2 Signature:



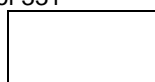
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

APPENDIX E – Conditions of Service**1. Introduction**

1.1. This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

1.2. In this document –

- a) "department" means any department of the State, implementing agent or contractor;
- b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on an EPWP;
- c) "worker" means any person working in an elementary occupation on an EPWP;
- d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- f) "task" means a fixed quantity of work;
- g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2. Terms of Work

- 2.1. Workers on an EPWP are employed on a temporary basis.
- 2.2. A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- 2.3. Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

- 3.1. An employer may not set tasks or hours of work that require a worker to work –
 - a) more than forty hours in any week
 - i. on more than five days in any week; and
 - ii. for more than eight hours on any day.
- 3.2. An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3. A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2. An employer and worker may agree on longer meal breaks.
- 4.3. 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.
- 4.4. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

- 5.1. A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2. 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.

6. 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.

7. 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").

8. Work on Sundays and Public Holidays

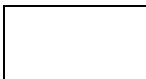
- 8.1. A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2. Work on Sundays is paid at the ordinary rate of pay.
- 8.3. A task-rated worker who works on a public holiday must be paid –
 - a) the worker's daily task rate, if the worker works for less than four hours;
 - b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4. 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. Sick Leave

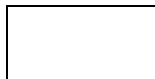
- 9.1. Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2. A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3. A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4. Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5. An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6. An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7. An employer must pay a worker sick pay on the worker's usual payday.
- 9.8. 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.
- 9.9. 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.
- 9.10. 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.

Employer

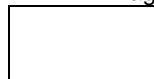
Employee



Contractor



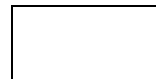
Witness 1



Witness 2



Employer



Witness 1



Witness 2

10. Maternity Leave

- 10.1. A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5. A worker may begin maternity leave –
- four weeks before the expected date of birth; or
 - on an earlier date –
- 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
 - if agreed to between employer and worker; or
 - 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.
- 10.6. 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.
- 10.7. 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.

11. Family responsibility leave

- 11.1. 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 –
- when the employee's child is born;
 - when the employee's child is sick;
 - in the event of a death of –
- the employee's spouse or life partner;
 - the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12. Statement of Conditions

- 12.1. An employer must give a worker a statement containing the following details at the start of employment –
- the employer's name and address and the name of the EPWP;
 - the tasks or job that the worker is to perform; and
 - the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - the worker's rate of pay and how this is to be calculated;
 - the training that the worker will receive during the EPWP.
- 12.2. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3. An employer must supply each worker with a copy of these conditions of employment.

13. Keeping Records

- 13.1. Every employer must keep a written record of at least the following –
- the worker's name and position;
 - in the case of a task-rated worker, the number of tasks completed by the worker;
 - in the case of a time-rated worker, the time worked by the worker;
 - payments made to each worker.
- 13.2. The employer must keep this record for a period of at least three years after the completion of the EPWP.

14. Payment

- 14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2. A task-rated worker will only be paid for tasks that have been completed.
- 14.3. 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.
- 14.4. A time-rated worker will be paid at the end of each month.
- 14.5. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6. Payment in cash or by cheque must take place –
- at the workplace or at a place agreed to by the worker;
 - during the worker's working hours or within fifteen minutes of the start or finish of work;
 - in a sealed envelope which becomes the property of the worker.
- 14.7. An employer must give a worker the following information in writing –
- the period for which payment is made;
 - the numbers of tasks completed or hours worked;
 - the worker's earnings;
 - any money deducted from the payment;
 - the actual amount paid to the worker.
- 14.8. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15. Deductions

- 15.1. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4. An employer may not require or allow a worker to –
- repay any payment except an overpayment previously made by the employer by mistake;
 - state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - pay the employer or any other person for having been employed.

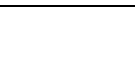
16. Health and Safety

- 16.1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2. A worker must –
- work in a way that does not endanger his/her health and safety or that of any other person;
 - obey any health and safety instruction;
 - obey all health and safety rules of the EPWP;
 - use any personal protective equipment or clothing issued by the employer;
 - report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

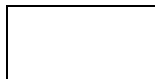
17. Compensation for Injuries and Diseases

Employer

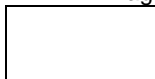
Employee



Contractor



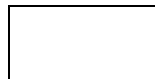
Witness 1



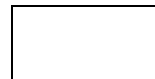
Witness 2



Employer



Witness 1



Witness 2

- 17.1. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2. A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3. The employer must report the accident or disease to the Compensation Commissioner.
- 17.4. 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.

18. Termination

- 18.1. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2. A worker will not receive severance pay on termination.
- 18.3. 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.
- 18.4. 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 for the balance of the 24-month period.
- 18.5. 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.

19. Certificate of Service

- 19.1. On termination of employment, a worker is entitled to a certificate stating –
- the worker's full name;
 - the name and address of the employer;
 - the EPWP on which the worker worked;
 - the work performed by the worker;
 - any training received by the worker as part of the EPWP;
 - the period for which the worker worked on the EPWP;
 - any other information agreed on by the employer and worker.
- Either party can terminate this agreement with four weeks written notice. In the case where an employee is illiterate notice may be given by that employee verbally.

Employer	Employee
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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

C5.2 – Annexure C – EPWP Data Collection Tool Template (PROFORMAS OF MICROSOFT EXCEL SPREADSHEETS)

EPWP REGISTRATION FORM		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	Generated by the system	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Duration		
Project Start Date	Planned Start date of the particular contract	
Project End Date	Planned End date of the particular contract	
Estimated Budget	Overall Contract budget (excluding professional fees) for Current Financial Year	
Project Location		
Province	In which province is the project implemented?	
District Municipality	Under which District Municipality does this project falls?	
Local Municipality	Under which Local Municipality does this project falls?	
Latitude (in decimal format)	Is generated by the system	
Longitude (in decimal format)	Is generated by the system	
Project Location per site		
Locality name	Where exactly is the project implemented? (Ward name)	
Subplace	Town / Village	
Ward	The project site is located in which ward?	
Government facility	Landmark near the project (Post office/school/clinic/library)	
Spatial Data Type	Geopoint (structure)/ Line (road)/ Polygon(area)	
Site physical address	Physical address of the site office	
Public Body Details		
Public body sphere	In which sphere is the project implemented? (National, Provincial or Municipal)	
Reporting public body that is the project owner (and will report on the project)	Which Institution or Department that owns / approved this project (Education, Health, City of Tshwane Metro etc.)	
Department in the Public body that is responsible for the project	Which department /unit is responsible for this project? (e.g. Roads & storm water, Education, Community safety etc.)	
Implementing public body type	In which sphere is this project implemented? (Metro,Distr,Mun, National or Provincial Dept.)	
Public body that will implement the project	Which institution that implements the project?	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EPWP REGISTRATION FORM		
Field requested	Description if needed	Please complete the sections in white
Project Implementation		
Is this the project on the municipal IDP	Yes / No	N/A
IDP reference number allocated to the project	The number reflected in your Municipal IDP document	N/A
EPWP Details		
EPWP Sector	The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)	Infrastructure
EPWP Programme	The project is implemented under which programme?	
EPWP Sub Programme	The project is implemented under which sub-programme?	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EPWP BUSINESS FORM		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	Generated by the system	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Duration		
Project Start Date		
Project End Date		
Estimated Budget	Project Budget	
Project Location		
Province		
District Municipality	Under which District Municipality does this projects falls	
Local Municipality	Under which Local Municipality does this projects falls	
Latitude (in decimal format)	GPS coordinates	
Longitude (in decimal format)		
Public Body Details		
Public body sphere	Such as Municipal or Provincial	
Reporting public body that is the project owner (and will report on the project)	Which Department approved the project in (education, Health etc.)	
Department / Unit in the Public body that is responsible for the project	Which Department budgeted for the project e.g. Education, Health Directorate	
Implementing public body type	Example(Local Municipality, Distr. Mun or Provincial Dept.	
Public body that will implement the project	Infrastructure, Environment or Social	
Is this project on the Municipal IDP	Municipal projects	
IDP reference number allocated to the project		
EPWP Details		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EPWP BUSINESS FORM		
Field requested	Description if needed	Please complete the sections in white
EPWP Sector	The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)	Infrastructure
EPWP programme	The project is implemented under which programme?	
EPWP Sub Programme	The project is implemented under which sub-programme?	
Budget Amount-(Allocations for the project duration)		
Funding Body	Which Dept. is funding the project	
Funding Year	Financial year/s for the project	
Total Budget Amount	(Exclude Professional Fees)	
Incentive Grant(e.g. landcare / EPWP grant)	Grant funding received	
Total wages paid for the duration of the projects	What amount will be spent on wages during the duration of the project	
Wage Rate	Daily Wage rate to be paid during productive work	
Stipend Rate	Daily wage rate to be paid during training	
UIF	The amount being paid to UIF (if applicable)	
COIDA	The amount being paid to COIDA(if applicable)	
Training	What amount will be spent on training	
Administration	The Administration costs	
Equipment and materials	Budget for Materials and Equipment	
Other	If other where chosen describe the other Such as Professional fees)	
Describe other		
Project Outputs and Training		
Planned Primary Output	eg walkways, gabions, kerb * channel, km of road constructed	
Description of Planned Primary Output	Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc	
Unit of measure of primary output	Eg. m, m ² , m ³ , km, no, ha etc	
Planned primary output quantity	Specify the quantity of output planned	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EPWP BUSINESS FORM		
Field requested	Description if needed	Please complete the sections in white
Number of persons to be trained	How many persons are targeted for on job training	
Contact person		
Title	Person responsible for the Project in the Public Body (Project Manager)	
Initials		
First Name		
Surname		
Email		
Tel (Office)		
Fax Number		
Cell Number		
Physical Address 1		
Physical Address 2		
Physical Address 3		
Physical Address 4		
Postal Address 1		
Postal Address 2		
Postal Address 3		
Postal Address 4		
Position of person		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No	Participant's personal details as per ID Document											Grants	Experience/ Literacy		Location Details		Nationality	Household Details			Quality Check				
	First Name	Initials	Surname	ID number	Disability (Y/N)	EducationLevel	Start Date	End Date	Language	Address	Cell Number	Government Grant (Y/N) and Type	Other Language 1	Other Language 2	District Municipality	Local Municipality	(RSA/ Non-RSA)	Number of people	Number of Dependants	Number of Children attending school	Picture Clear	Text clear	Certification within 3 months of employment	Clear certification Stamp	Commissioner details clear

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Participant Training Data													
Course ID	Course Name	Code	Training category (Accredited / non-accredited)	Type of training course (Unit standard, Trade Titles, Short courses, Public body specific)	Start	End (for the entire training duration)	Number of Trainees	Number of Days	Cost (for the entire training course)	Status of training (Not started, In progress, Completed)	Training Provider Name	Training Provider Contact Number	Training Provider Address

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EPWP Monthly Progress Form

Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Month		
Reporting Month		
Budget Expenditure		
Cumulative Expenditure Amount	What is the Overall amount spend on this project?	
Current Expenditure Amount	What is the amount spend including all grants for this month?	
Wages	How much paid on wages for this month only?	
UIF	How much paid on UIF for this month only?	
COIDA	How much paid on COIDA for this month only?	
Stipends for training	Amount paid to participants whilst on training (this month only)	
Amount spent on service providers for training	How much paid to service providers for training for this month only?	
Training	Total Cost of training for this month? (number captured on ERS)	
Administration	How much paid on administration for this month only?	
Equipment and materials	How much paid on equipment and materials for this month only?	
Other	How much paid on other?	
Describe other	Be specific e.g. Consulting fees, Transport etc.	
Project output description	Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc	
Unit of measure of primary output	Eg. m, m ² , m ³ , km, no, ha etc	
Cumulative primary output achieved	Since the onset of the project	
Quantity Achieved	enter numeric output for this month only	
Percentage achieved	How much work done / achieved in percentages?	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Field requested	Description if needed	Please complete the sections in white
EPWP Branding		
Branding compliant	Yes / No	
Date that the branding was provided	When was the project branded?	
Has a photo of project branding been provided?	Yes / No	
First name of Official Who Branded Project	Official Name	
Surname of Official Who Branded Project	Official Surname	
Phone number of official who erected branding for the project	Official contact number	
Give the public body reference and name, and organisational details of the person that provided branding.	Public body details (reference& name)	

Project Details	First Name									
	Initials									
	Surname									
	ID number									
	Date Of Birth									
	Wage Rate									
	Total Paid Days									
	Amount Paid									
	Work Days									
	Training Days Paid									
	Training Days Non Paid									
	Total Training Days									
	Training Course ID									
Project Information	Project Profile ID									
	Month									
	Year									
	Beneficiary Code									

C5.3

ENVIRONMENTAL MANAGEMENT PLAN

Declaration(In respect of completeness of tender) to:

JOE GQABI DISTRICT MUNICIPALITY
Office of the Municipal Manager
Corner of Cole & Graham Streets
BARKLY EAST

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2.2 of this Contract Document. The complete document comprises of 317 pages which includes the Bill of Quantities in consecutive order upon which my/our tender for the **BID NO.: JGDM2023/24-005 ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS** has been based.

SIGNED BY/ON BEHALF OF TENDERER :

NAME

SIGNATURE

DATE

COMPANY STAMP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2