



## **WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**

**BID No: WMM LM 31/05/22/03 SAR**

### **CONSTRUCTION OF SIXHANXENI AACCESS ROAD**

Winnie Madikizela-Mandela Local  
Municipality  
51 Main Street  
P.O. Box 12  
BIZANA  
4800  
Tel N°: 039 251 0230

Email: [Tenders.scm@mbizana.gov](mailto:Tenders.scm@mbizana.gov)

NAME OF TENDERER	
TELEPHONE	
TENDER SUM	
TIME OF COMPLETION	

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**WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**  
**TENDER No.: WMM LM 31/05/22/04 SAR**

**PART T1: TENDERING PROCEDURES**

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



N o.	PROJECT NAME	BID NUMBER	CIDB	COMPULSORY BRIEFING
1.	Construction of Sixhanxeni Access Road	WWM LM 31/05/22/04 SAR	4 CE	09/06/2022

Tenders are hereby invited from suitable service providers for the above-mentioned project for Winnie Madikizela-Mandela Local Municipality. Tender Documents can be downloaded on e-tender portal website. ([www.etenders.gov.za](http://www.etenders.gov.za)).

**MANDATORY DOCUMENTS TO BE SUBMITTED, FAILURE TO DO SO WILL LEAD TO THE TENDER BEING  
REGARDED AS NON-RESPONSIVE.**

A Valid Tax Clearance (Pin printout as provided by SARS), Proof of registration with central supplier database (CSD). Copy of company Registration/Founding Statement/CIPC Document. Certified B-BBEE certificate or a consolidated B-BBEE in the case of a joint venture (non-elimination item). Signed JV Agreement for Joint venture where applicable. Prices quoted must be firm and must be inclusive of VAT for vat vendors. Certified ID Copies of Managing Directors/ Owners. No couriered, faxed, incomplete and late tenders will be accepted. No bidders will be considered if not registered on the Central /Winnie Madikizela-Mandela Local Municipal database. Winnie Madikizela-Mandela Local Municipality reserves the right not to appoint and value for money will be the key determinant. Winnie Madikizela-Mandela Local Municipal supply chain management policy will apply. **All MBD forms that are in the document must be completely filled.** Bidders must submit the tender document provided by the municipality (original document) A signed certificate by the bidder and proof certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other provider in respect of which payment is overdue more than 30 days. All the certified copies of documents must not be more than 3 months old. Winnie Madikizela-Mandela Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid. **Evaluation Criteria:** Pre-qualification criterion 100 points-Bidders should score 60 out of 100 to proceed to second stage. **Compulsory Briefing will be conducted Live on Winnie Madikizela-Mandela Local Municipality Facebook Page on the 09<sup>th</sup> of July 2022 from 12:00am.**

**Closing date:** All Tenders must be emailed to [tenders.scm@mbizana.gov.za](mailto:tenders.scm@mbizana.gov.za) by not later than 12h00 on the 17<sup>th</sup> of July 2022 at which they will be opened. All tenders must be clearly marked "Name of the project and Reference number indicated above".

**Enquiries:** Technical enquiries are addressed to Mr. V. Nontanda, Cell: 066 260 9162 during working hours only. Email:[nontandav@mbizana.gov.za](mailto:nontandav@mbizana.gov.za) and SCM enquiries to Supply Chain Manager, Mr. Z Khala @ 079 886 0942 during working hours only.  
Email.khalaz@mbizana.gov.za

Mr. L. Mahlaka  
Municipal Manager

MBD 1

INVITATION TO  
TENDER

PART A  
INVITATION TO  
BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

BID NUMBER:		CLOSING DATE:	17 June, 2022	CLOSING TIME:	12H00
DESCRIPTION					

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE  
EMAILED TO

Tenders.scm@mbizana.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER	<input type="checkbox"/>			<input type="checkbox"/>
FACSIMILE NUMBER	CODE		NUMBER	<input type="checkbox"/>
E-MAIL ADDRESS	<input type="checkbox"/>			<input type="checkbox"/>
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/>	<input type="checkbox"/>	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE  
SUBMITTED  
IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes	No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes	No
[IF YES ENCLOSURE PROOF]			[IF YES, ANSWER PART B:3]		

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		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	

TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) 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 CONSORCIA / 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?	YES 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.**

**1.1.1.1.1 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: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## **MBD 4**

### ***DECLARATION OF INTEREST***

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, shareholder<sup>2</sup>):.....
- 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**

3.8.1 If yes, furnish particulars. .....

.....

'MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) 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);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

**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, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
*Capacity*

.....  
*Name of Bidder*

The Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation.

<b>PRE- QUALIFICATION CRITERION =100 POINTS CONSTRUCTION OF SIXHANXENI ACCESS ROAD PRE- QUALIFICATION FUNCTIONAL ASSESSMENT -POINT SCORING</b>	
<b>DESCRIPTION /CRITERIA</b>	<b>Maximum points Allowed</b>
<b>1. Expertise</b>	
<ul style="list-style-type: none"> <li>Contract Manager has 5 or more years in road construction experience and qualification on LIC NQF Level 5 (attach CV and Qualifications to get points)</li> <li>Site Agent has at least 3 or more years in road construction experience LIC NQF Level 5 (attach CV and Qualifications)</li> <li>Health and Safety Officer has more than 1 years' experience in a role as Safety Officer with SAMTRAC Qualification OR Equivalent (attach CV and Qualifications)</li> </ul>	10 Points 10 Points 10 Points
	<b>30 Points</b>
<b>2. Experience</b>	
<ul style="list-style-type: none"> <li>Completed at least four similar projects with a value greater than <b>R5 000 000.00 (Five million) per project</b> (completion certificates and recommendation letter signed by Client and Municipal Agent). Unsigned completion letter/Recommendation letters will not be accepted</li> </ul>	40 Points
	<b>40 Points</b>
<b>3. Methodology</b>	
<ul style="list-style-type: none"> <li>Site Establishment and Carrying out the works</li> <li>Cash Flow</li> <li>Program of works</li> <li>Organogram of the Team Members</li> </ul>	10 Points 8 Points 6 Points 6 Points
	<b>30 Points</b>
<b>Total for Functionality</b>	<b>100 Points</b>

Pre-qualification criterion 100 Points-

Bidders should score 70 out of 100 to proceed to second stage. Evaluation criteria will be 80/20.

- i. A maximum of **10 points** will be awarded for relevant qualifications and demonstrated experience of the proposed Site Agent.
- ii. A maximum of **10 points** will be awarded for qualifications and demonstrated experience of the proposed Site Foreman.
- iii. A maximum of **40 points** will be awarded for demonstrated experience with respect to undertaking construction of gravel road and related storm water for the tendering entity.
- iv. Methodology 30 points.

All tender enquiries can be directed to **Mr. V. Nontanda** at **066-2609162** or **nontandav@mbizana.gov.za** during office hours.

**NOTE TO BIDDERS ON BID CONDITIONS:**

- The Supply Chain Management Policy of Winnie Madikizela-Mandela Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to tender.
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote.
- The Winnie Madikizela -Mandela Local Municipality is under no obligation to accept any proposal/tender and reserves and reserves the whole or any part of the proposal/tender. No tender will be awarded to a person in the service of the state.

Winnie Madikizela-Mandela Municipality

L Mahlaka

Municipal Manager

P O Box 12

Bizana

4800

## T1.2: Tender Data

The Conditions Of Tender are the Standard Conditions of Tender as contained in Annex F of the September The legislated Standard Conditions of Tender as published in Board Notice 62 of 2004 in Government Gazette 2647 of 9 June 2004 and amended by:

- a. Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005;
- b. Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005;
- c. Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006;
- d. Board Notice 8 of 2008 in Government Gazette No 30692 of 1 February 2008; and
- e. Board Notice 12 of 2009 in Government Gazette No. 31823 of 30 January 2009.

are for ease of reference included herein in their entirety. In case of any discrepancies, the gazetted version takes precedence.

The standard conditions of tender are included separately after the Tender Data

Each item of data given below is cross-referenced to the Clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Description
F.1.1	The Employer is <b>Winnie Madikizela-Mandela Municipality</b>
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>T1.1 Tender Notice and Invitation to Tender</p> <p>T1.2 Tender Data</p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules</p> <p><b>Part 1: Agreements and Contract Data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Adjudicator's Contract</p> <p><b>Part 2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity schedules / Bills of Quantities</p> <p><b>Part 3: Scope of work</b></p> <p>C3 Scope of work</p> <p><b>Part 4: Site information</b></p> <p>C4 Site information</p> <p><b>Part 5: Drawings</b></p>
Clause No.	Description
F.1.4	
F.2.1	<p>The following tenders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders.</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor</p>

	<p>grading designation determined in accordance with the sum tendered for a 4CE class of construction work;</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. Every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the 4CE class of work</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for <b>4CE</b> class of construction or a value determined in accordance Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>
F2.7	<p>The arrangements for a compulsory briefing meeting are:</p> <p>Location <b><u>Meeting live on Winnie Madikizela-Mandela Municipal Facebook page.</u></b>  Date <b><u>Friday 09/06/2022</u></b>  Starting Time <b><u>11h00</u></b></p> <p>Tenderers must sign the Attendance Register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the Attendance Register.</p>
F2.12	<p>If a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept the full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5 F2.15.1	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows:</p> <p>Location of Tender Box: <b>Non</b>  Physical Address: <b>51 Main Street, Bizana</b>  Tender Documents to be Endorsed: <b>WMMMLM 31/05/22/05SAR – CONSTRUCTION OF SIXHANXENI ACCESS ROAD</b></p>
F.2.13 F.3.5	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is <b>12h00 on the 17 July 2022</b>
F.2.15	<b>Only e-mailed tender offers will be acceptable.</b>
F.2.16	The tender offer validity period is <b>90 days</b> from the tender closing date

F.2.18	The tenderer must submit to the Employer the 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
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) Either a certified copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006).</li> <li>2) Certified Copies of company registration documents.</li> <li>3) An original valid Tax Clearance issued by the South African Revenue Services.</li> <li>4) Certified Copies of ID documents of Shareholders/Members/Directors of the business enterprises.</li> <li>5) Proof of Preference Points Claimed</li> </ol>
F.3.4	<p>The time and location for opening of the tender offers are:</p> <p>Time: <b>12h00</b> Date: <b>17 July 2022</b></p> <p>Location: <b>live on Winnie Madikizela-Mandela Local Municipality Facebook Page</b></p>

F.3.8	<p>Test for responsiveness</p> <p>Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of these Conditions of Tender,</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the tender documents.</li> </ul> <p>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:</p> <ul style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ul> <p>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.</p>
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 4 with the 90/10 Preference Point System. The total score awarded will be the addition of the three scores for quality, price and preference.</p>

**Method 4: Financial Offer, Quality and Preferences**

(a) Quality

The score for quality is to be calculated using the following formula:

$$W_q = W_2 \times S_o / M_s$$

where:

$W_2$  is the percentage score given to quality and equals **50**

$S_o$  is the score for quality allocated to the submission under consideration

$M_s$  is the maximum possible score for quality in respect to the submission

	<p><u>Tenderers that score less than 70% (30 of the 60) of the points will <b>not</b> be considered further.</u></p> <p>The financial offer will be scored using the following formula</p> $Nf = W1 \times [1 - (P - P_m) / P_m]$ <p>where:</p> <p><b>W1</b> = <b>80</b> for financial values equal to or above R30 000 and up to R50,000 000 (inclusive of VAT) of all responsive tenders received, and <b>90</b> for financial values over R50,000 000;</p> <p><b>P<sub>m</sub></b> = the value of the comparative offer of the most favorable tender;</p> <p><b>P</b> = the value of the comparative offer under consideration</p> <p><u>(c) Preferences</u></p> <p>Up to <b>20</b> points (for financial values up to R50 000 000) or <b>10</b> points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed.</p> <p>Points will be awarded to Tenderers for attaining the BBBEE status level of contribution as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2011 as detailed below.</p> <table border="1" data-bbox="584 946 1374 1298"> <thead> <tr> <th><b>BBBEE Status Level Contributor</b></th><th><b>Number of Points (80/20 Principle)</b></th></tr> </thead> <tbody> <tr> <td>1</td><td>20</td></tr> <tr> <td>2</td><td>18</td></tr> <tr> <td>3</td><td>16</td></tr> <tr> <td>4</td><td>12</td></tr> <tr> <td>5</td><td>8</td></tr> <tr> <td>6</td><td>6</td></tr> <tr> <td>7</td><td>4</td></tr> <tr> <td>8</td><td>2</td></tr> <tr> <td>Non-Compliant Contributor</td><td>0</td></tr> </tbody> </table>	<b>BBBEE Status Level Contributor</b>	<b>Number of Points (80/20 Principle)</b>	1	20	2	18	3	16	4	12	5	8	6	6	7	4	8	2	Non-Compliant Contributor	0
<b>BBBEE Status Level Contributor</b>	<b>Number of Points (80/20 Principle)</b>																				
1	20																				
2	18																				
3	16																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-Compliant Contributor	0																				
F.3.13.1	<p>Tender offers will only be accepted if:</p> <p>the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations</p> <p>the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation, by tender closing date;</p> <p>the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges;</p> <p>the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>the tender has not</p> <p>abused the Employer's Supply Chain Management System; or</p> <p>failed to perform on any previous contract and has been given a written notice to this effect; and</p> <p>has completed the Compulsory Enterprise Questionnaires and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process.</p> <p>the Tenderer can demonstrate that he will have in his employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive</p>																				

	competencies for management and supervisory personnel.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one original plus one original duplicate.

## **APPENDIX: STANDARD CONDITIONS OF TENDER**

*(These Standard Conditions of Tender have been reproduced, without any changes, from Appendix A of the CIDB Standardized Construction Procurement Documentation for Engineering Construction Works (5 August 2005)*

### **F.1 General**

#### **F.1.1 Actions**

**F1.1.1.** 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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F1.1.2.** 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 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 the person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decision taken.

**F.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.

#### **F.1.2 Tender Documents**

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

#### **F.1.3 Interpretation**

**F.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.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, 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 interest which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation 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 organisation which employs that employee.
- (b) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer 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; and
- (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
- (e) **Organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- (f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### **F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing 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.

#### **F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

#### **F.1.6 Procurement Procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject F.3.13, be concluded with the tenderer who in terms of F.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.

##### **F.1.6.2 Competitive Negotiation Procedure**

**F.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 F.3.4, the Employer shall announce only the names of

the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive positions of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the data, shall be invited in each round to enter the competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.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 and 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.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to make a fresh 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.

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

### **F.1.6.3 Proposal Procedure using two stage system**

#### **F.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 responsive submission in terms of the 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.

#### **F.1.6.3.2 Option 2**

**F.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.

**F.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.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer complies with 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.

**F.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 prior to do so prior to the closing time of tenders.

### **F.2.2 Cost of tendering**

Accept that 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 satisfy requirements.

### **F.2.3 Check documents**

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

### **F.2.4 Confidentiality and copyright of documents**

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

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **F.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.

### **F.2.7 Site visit and clarification meeting**

Attend, where required, a site visit and 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.

### **F.2.8 Seek clarification**

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

### **F.2.9 Insurance**

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

### **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data).

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **F.2.11 Alterations to documents**

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. Erasures and the use of masking fluid are prohibited.

#### **F.2.12 Alternative tender offers**

**F.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. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

#### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in joint venture, to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.

**F.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 in black ink.

**F.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.

**F.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.

**F.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.

**F.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.

**F.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.

**F.2.13.8** Accept that the employer shall 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.

**F.2.13.9** Accept that tender offers submitted by facsimile or email will be rejected by the Employer, unless stated otherwise in the tender data.

#### **F.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.

#### **F.2.15 Closing time**

**F.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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

**F.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.

#### **F.2.16 Tender offer validity**

**F.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.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F.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 tenders that a tender is to be withdrawn or substituted.

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

#### **F.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.

#### **F.2.18 Provide other material**

**F.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.

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

#### **F.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.

#### **F.2.20 Submit securities, bonds, policies, etc.**

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

#### **F.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.

#### **F.2.22 Return of other tender documents**

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

#### **F.2.23 Certificates**

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

### **F.3 The employer's undertakings**

#### **F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make 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 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 prequalification process.

#### **F.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 of the Tender Notice until seven 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, will then notify it to all tenderers who drew documents.

#### **F.3.3 Return late tender offers**

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.

#### **F.3.4 Opening of tender submissions**

**F.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.

**F.3.4.2** Announce at the opening 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, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

### **F.3.5 Two-envelope system**

**F.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.

**F.3.5.2** Evaluate the quality 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 quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

### **F.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.

### **F.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.

### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- (a) meets 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.

**F.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:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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.

### **F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive tender offers for arithmetical errors between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

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

- a) The gross misplacement of the decimal point in the unit rate,
- b) Omissions made in completing the pricing schedule or bills of quantities or
- c) Arithmetic errors in
  - Line-item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
  - The summation of the prices.

**F3.9.2** Notify the tenderers of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.3** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

### **F.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.

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

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Tender Data.

#### **F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### **F.3.11.3 Methods 2: Financial offer and preference (Modified)**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### **F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- Rank tender offers from the highest number of tender evaluation points to the lowest.
- Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.6 Decimal Places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

**F.3.11.7 Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$  where:

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	$P/P_m$
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	$P_m/P$

where:

$P_m$  = the comparative offer of the most favourable tender offer.

$P$  = the comparative offer of tender offer under consideration.

**F.3.11.8 Scoring Preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

#### **F.3.11.9 Scoring quality (functionality)**

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the formula:

$$N_0 = W_2 \times S_0 / M_s$$

Where  $S_0$  is the score for quality allocated to the submission under consideration

$M_s$  is the maximum possible score for quality in respect of a submission; and

$W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

#### **F.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 conditions of contract identified in the contract data, require the employer to provide.

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

**F.3.13.1** Accept tender offer, if in the opinion of the employer, it does not present any unacceptable commercial 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 the contract,
- d) Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his 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.

**F.3.13.2** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

#### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

#### **F.3.15. Prepare contract documents**

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,
- (c) other revisions agreed between the employer and the successful tenderer, and
- (d) the schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

#### **F.3.17 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.

#### **F.3.18 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.

#### **F.3.19 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken 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 tenders.

**INDEX**

T2.1: List of Returnable Documents..... RD2

**T2.1 LIST OF RETURNABLE DOCUMENTS**

***The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.***

The lists of returnable documents comprise the following:

**1. RETURNABLE SCHEDULES AND OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

FORM A: Attendance at Clarification Meeting .....	RD Error! Bookmark not defined.
FORM B: Certificate of Authority To Sign Tender .....	RD Error! Bookmark not defined.
FORM C: Schedule of Work Carried out by the Tenderer .....	RD 24
FORM D: Details of Key Personnel.....	RD 26
FORM E: Schedule of Construction Plant & Equipment (Optional).....	RD 27
FORM F: Schedule of Proposed Sub-Contractors (Optional).....	RD 28
FORM G: Preliminary Programme.....	RD 12
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FORM R: Identity Documents of Shareholders/Directors/Members .....	RD 42
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FORM T: Declaration of Integrity .....	RD 67
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FORM V: Payment of Municipal rates.....	RD 44

***NB: The tenderer is required to submit certified copies of all compulsory returnable documents,. Failure to return such documents in full will lead to rejection of the tender on the grounds that the tender is non-responsive***

No contract will be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying that the taxes of that

**person to be in order or that suitable arrangement have been made with SARS.**

**NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.**

- **Company registration documents.**
- **ID documents of directors/owners/members/shareholders.**
- **Original valid TAX/VAT certificate.**
- **Past experience (1) & (2)**
- **Declarations.**
- **Joint Venture agreement**

I certify that I have the appropriate authority to furnish the above-mentioned information and that the above information is correct at the time of completion.

Name:	Signature:
Designation:	Date:

### **CONSTRUCTION OF SIXHANXENI ACCESS ROAD**

(Please print)

It is hereby CERTIFIED that I, ..... (name)

in my capacity as.....and a duly authorized

representative of.....(the TENDERER)

of (address).....

in the company of.....(the ENGINEER)

attended the official Site Inspection on .....(date)

for and on behalf of the above named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above named Engineer.

SIGNATURE .....  
(On behalf of TENDERER)

DATE .....

**AS WITNESS: -**  
(On behalf of ENGINEER)

NAME .....

SIGNATURE .....

DATE .....

**TENDER No.: WMM LM 31/05/22/05 SAR**

**CONSTRUCTION OF SIXHANXENI ACCESS ROAD**

Signatories for firms must establish their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the <sup>(1)</sup>Directors/Partners/Members to this form, or by the completion of this form.

**RESOLUTION**

By resolution of the <sup>(1)</sup>Board of Directors / Partners / Members passed at a meeting held on

.....(date), at .....(place)

.....(name of signatory)

whose signature appears below, has been duly authorised to sign all documents in connection with the Tender for;

**WMM LM 31/05/22/05 SAR** and any contract which may arise therefrom on behalf of :-

.....  
(Name Of Tenderer In Block Capitals)

**SIGNED ON BEHALF OF THE FIRM:-**

(1)..... (Director/Partner/Member)

(2)..... (Director/Partner/Member)

(3)..... (Director/Partner/Member)

(4)..... (Director/Partner/Member)

**SIGNATURE OF AUTHORISED SIGNATORY:-**

SIGNATURE .....

(On behalf of TENDERER)

DATE: .....

**FORM C: Schedule of Work Carried out by the Tenderer**

The Tenderer shall list below the last ten civil engineering contracts of a similar nature awarded to him. This information is material to the award of the Contract. The tenderer's relevant experience must be supported by appointment letters and completion certificates for at least (3) projects. Failure to submit both appointment letters and completion certificates will result into tenderer scoring zero (0)

EMPLOYER (Name, Tel No and Fax No)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

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

DATE: .....

## FORM D: Details of Key Personnel

Tenderers shall provide details of the Site Agent(s) and General Foreman's experience in work of a similar nature to that for which their tender is submitted.

Failure to complete this schedule may result in the tender not being considered.

### (a) Contract Manager

<b>SITE AGENT</b>	NAME.....			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

### (b) Supervisor/Foreman

<b>GENERAL FOREMAN</b>	NAME:.....			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

DATE: .....

SIGNATURE OF TENDERER :.....

**Tenderers are to attach (to this page) certified copies of the relevant NQF Qualifications for the following personnel:**

- **Site Agent**
- **Contract Manager**

**Tenderers are to attach detailed CV of Site Agent to this page. The Site Agent CV must demonstrate experience to enable scoring as per Quality Scorecard.**

Contractors 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 "Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015":

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.

#### CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT

Curriculum Vitae of key management personnel to be attached to this page.

and

#### QUALIFICATIONS OF KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES

Relevant qualification certificates to be attached to this page for each person possessing the required qualifications in the supervision or management of LIC projects.

### FORM E: Schedule of Construction Plant & Equipment

The following are lists of major Construction Plant and Equipment that I / We presently own and will have available for this contract if my / our tender is accepted.

(a) **Details of major equipment that is owned by me / us and immediately available for this contract.**

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

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

(b) **Details of major Plant & Equipment that will be hired, or acquired for this contract if my / our tender is accepted**

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

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

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

*Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which may prejudice his tender.*

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

DATE: .....

### **FORM F: Schedule of Proposed Sub-Contractors (Optional)**

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

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments, if there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We inform that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR OR RECENT WORK EXECUTED BY THE SUB-CONTRACTOR

SIGNATURE: .....

*(of person authorised to sign on behalf of the Tenderer)*

DATE: .....

## **FORM G: Preliminary Programme**

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

## PROGRAMME

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in the Contract Data provided by the Tenderer hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

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

## FORM H: Registration with CIDB

Contractor is to attach a copy(ies) of Contractor's Certificate of Registration with CIDB or alternatively furnish the CIDB registration no. and details in the space provided. This information will be verified with the CIDB via the CIDB website. It is the tenderer/contractor's responsibility to ensure that their details are displayed on the CIDB website. If in joint venture, details of all members require to be furnished.

Name of Contractor or JV Member	CIDB registration No.	Category and class of registration, eg 5 CE

My/Our failure to submit the certificate(s) or furnish the required details, with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## FORM I: Contractor's Tax Clearance Certificate

The Tenderer is to attach his **Original** Tax Clearance Certificate on this page. In the case of a Joint Venture all members of the Joint Venture's original Tax Clearance Certificates must be attached.

Tenderers are to note that failure to comply with this requirement will render their tender invalid.

## FORM J: Form concerning fulfilment of the construction regulations, 2014

In terms of regulation 40(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 06 August 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993):

### **Regulation 5(7)(b)**

"An agent contemplated in sub regulations (5) and (6) must be registered with a statutory body approved by the chief Inspector as qualified to perform the required functions"

### **Regulations 8(6)**

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonable satisfied that the construction health

and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor”

1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

2 Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify: ..... .....	

3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):  
.....  
.....  
.....

4 Provide details of proposed training (if any) that will be undergone:  
.....  
.....  
.....

5 Potential key risks identified and measures for addressing risks:  
.....  
.....

6 I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1 ..... ID NO: .....

2 ..... ID NO: .....

## FORM K: Record of Addenda to Tender Documents

We confirm that the following communications received from the Engineer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

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

Attach additional pages if more space is required.

Signed: ..... Date: .....

Name: ..... Position: .....

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

## FORM L: Amendments, Qualifications and Alternatives

*(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).*

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) Amendments

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

[Notes:

- (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) Alternatives

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes:

- (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

- (2) In the case of a major alternative to any part of the work, a separate Schedule of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

(c) Discounts

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note:

The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded.]

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

## FORM M: Preferential Procurement Policy

Winnie Madikizela Mandela Local Municipality has adopted the Preference Point System as stipulated in the Preference Procurement Policy Regulations 2001, pertaining to the Preferential Procurement Policy Framework Act: No 5 of 2000.

### 1. GENERAL CONDITIONS

- 1.1 The preference point system is applicable to all local manufacturers, suppliers and service providers.
- 1.2 Failure on the part of any tenderer to complete and sign the preference claim forms may be interpreted to mean that preference points are not claimed.
- 1.3 The Municipality reserves the right to require a tenderer, whether before a tender is adjudicated or at any time subsequently, to substantiate any claim contained in this document to the satisfaction of the Municipal Manager.

1.4 Any tender that does not meet or exceed the tender specifications will not be considered and will therefore not be included in the evaluations process.

**2. DEFINITIONS**

A number of terms are used hereunder that have specific meanings. Most are covered by the WINNIE MADIKIZELA MANDELA Local Municipal Dictionary of Interpretations. The following terms and interpretations relate specifically to this policy document.

2.1 **“Agent”**. A person mandated by another person (the “Principal”) to do business for and on behalf of, or to represent in a business transaction, the principal, and thereby acquire rights for the Principal against the Municipality and incur obligations binding the principal in favour of the Municipality.

2.2 **“Commissioning Department”** shall mean the Municipal Department that was responsible for determining the specifications, details, estimates and applicable preferential points of the tender in question or which may otherwise be regarded as being the department requiring the goods or services. In the event that a tender provides for the needs of more than one Department the Municipal Manager shall determine which Department is the Commissioning Department.

2.3 A **“contractor”** shall mean a person or an entity which is bound into an agreement with the Municipality to provide goods or services.

2.4 **“Disabled”**, in respect of a person. A permanent impairment of a physical, intellectual or sensory function which results in a restricted, or a lack of, ability to perform an activity in the manner or within the range considered normal for a human being.

2.5 An **“emerging business”** is one that enters into a contract with the Municipality less than five years after its date of origin which shall:

- (a) in the case of a business registered as a company or close corporation, be the date of registration of that company or close corporation.
- (b) in the case of sole proprietorships and partnerships, be the date that can be reasonable taken as the date the enterprise started operations.

Provided that if a shareholder or member or partner of the emerging business operated in the same line of business before the date of origin of the enterprise as determined in 2.5(a) or 2.5(b) above, then the date of origin of that shareholder or member or partner shall be deemed to be that date or origin of the emerging business.

2.6 **“Historically Disadvantaged”**. The definition includes any person who is a Black person, female or a disabled person who, due to discriminatory legislation in the past, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of South Africa, 1993 (Act No. 200 of 1993) (the Interim Constitution). Provided that a person who obtained South African citizenship after the Interim Constitution came into effect shall be deemed not to have been historically disadvantaged. Black persons include any person who would have been classified as Black, Indian or Coloured before 1994.

2.7 **“Municipality”** means the Local Municipality of Winnie Madikizela Mandela.

2.8 **“SMME”** shall refer to a category of business enterprises with equivalent full-time staff complements of 200 persons or less. SMMEs are broken up into three sub groups as follows:

- (a) **“Micro Enterprise”**. An enterprise with an equivalent full-time staff complements of five or less;
- (b) **“Small Enterprise”**. An enterprise with an equivalent full-time staff complements of more than 5 persons and not more than 50 persons; and

(c) "Medium Enterprise". An enterprise with an equivalent full-time staff complements of more than 50 persons and not more than 200 persons.

2.9 The term "**supplier**" shall mean any entity which is contracted to provide goods or services to the Municipality for a fee or at a cost. Suppliers shall include but not be limited to consultants, vendors, contractors and service providers. Their services shall include but not be limited to municipal services, consultancy services, any form of professional service, engineering and construction services.

2.10 A "**tenderer**" shall mean any natural person or juristic person or any other legal entity that submits a tender in response to a call for tenders by the Municipality.

2.11 "**Tender Fee**" means an amount of money required by the Municipality to be paid to it as a non-refundable fee by each and every tenderer in respect of each and every tender submitted to the Municipality by such tenderer.

2.12 **Disability:** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.13 **Small, Medium & Micro Enterprises (SMMEs):** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No 102 of 1996).

2.14 **Women Equity Ownership (WEO):** means the percentage of an enterprise or business owned by women or, in respect of a company, the percentage of a company shares that are owned by women, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

### 3. PRINCIPLES APPLIED BY THE MUNICIPALITY

3.1 The WINNIE MADIKIZELA MANDELA Local Municipality has a responsibility to ensure that resources are managed in the most efficient and effective manner possible. This aim forms part of a national objective to manage the use of the resources of the nation in a thrifty, careful and economic manner and in such a way as to maximise sustained economic growth. The Municipality also has a responsibility to ensure that its activities further other overall national objectives of equity and redress, and to balance the furthering of these objectives in a manner that is fair and transparent. The Municipality is committed, therefore, to a process of cost effective, competitive procurement for goods and services that incorporates a targeted preferential methodology aimed at furthering the growth and development of persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.

3.2 No contract for the supply of any goods to or for any work, undertaking or service for or on behalf of the Winnie Madikizela Mandela Municipality involving an estimated expenditure in excess of an amount prescribed in the Municipality's Preferential Procurement/Supply Chain Management Policy shall be entered into by the Municipality, unless public tenders have been called for in the manner prescribed.

3.3 Furthermore, the Winnie Madikizela Mandela Municipality shall, in accordance with the framework prescribed by national legislation, give preference in awarding contracts to persons or categories of persons historically disadvantaged by unfair discrimination on the basis of race, gender or disability, and shall make the granting of such preferences public in the manner determined in the policy.

#### **4. PREFERENTIAL PROCUREMENT SYSTEM**

##### **4.1 Provisions of the Preferential Points system**

4.1.1 Preferential points will be allocated to each tenderer in respect of contracts estimated to amount to more than R50 000 000 as follows,

- (a) 10 points out of 100 points shall be allocated for aspects related to BBBEE status level
- (b) Points shall be deducted in respect of all other acceptable tenders with higher prices. In accordance with the formula set out in Part 2 of the Regulations 2001 Pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)

4.1.2 Preferential points will be allocated to each tenderer in respect of contracts estimated to amount equal to or above R30 000 and up to R50 000 000 or less as follows,

- (a) 20 points out of 100 points shall be allocated for aspects related to the BBBEE status level
- (b) Points shall be deducted in respect of all other acceptable tenders with higher prices. In accordance with the formula set out in Part 2 of the Regulations 2001 Pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

4.1.3 Preferential Points shall be rounded off to two decimal places.

4.1.4 Only the qualifying tender with the highest number of points scored may be selected provided that the Municipality may, in exceptional circumstances and on reasonable and justifiable grounds, award a contract to a tender that did not score the highest number of points.

4.1.5 Where Tenders are called for the sale of Municipal assets the same system of Preferential Points shall be calculated except that the Highest Price and not the Lowest Price shall be the basis of the calculation.

4.1.6 Points scored for price shall be calculated after prices have been brought to a comparative basis.

##### **4.2 Preferential Points**

Up to **20** points (for financial values equal to or above R30 000 and up to R50 000 000) or **10** points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed.

Points will be awarded to Tenderers for attaining the BBBEE status level of contribution as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2011 as detailed below.

<b>BBBEE Status Level Contributor</b>	<b>Number of Points (90/10 Principle)</b>	<b>Number of Points (80/20 Principle)</b>
1	10	20
2	9	18
3	8	16
4	6	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-Compliant Contributor	0	0

## FORM N- Rates for Special Materials

Each material dealt with as a special material in terms of Clause 4 of the Contract Price Adjustment Schedule of the Conditions of Contract is stated in the list below. The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIAL	UNIT*	Rate or Price for the Base Month

Indicate whether the material will be delivered in bulk or in containers.

### Notes to Tenderer:

1. When called upon to do so, the tenderer shall substantiate the above rates or prices with acceptable documentary evidence.

Signed: ..... Date: .....

Name: ..... Position: .....

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

## FORM O: Compulsory Enterprise Questionnaire

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number . . . . .

Close corporation number . . . . .

Tax reference number . . . . .

**Section 6: Record of 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"/> 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 any provincial legislature	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a provincial legislature
<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	

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 12 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 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:

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

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

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 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;

- 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;
- iv) 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 \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Enterprise  
name  
-----

### **FORM P : BBBEE COMPLIANCE CERTIFICATE**

Tenderers are required to attach an original or certified copy of their BBBEE compliance certificate on this page or in the case of a joint venture, a joint certificate for the individual firms making up the joint venture, should they wish to claim for scores for BBBEE Compliance.

### **FORM Q : Company Registration Documents**

Tenderers are to attach certified copies of company registration documents (eg CK Documents) to this page.

### **FORM R: Identity Documents of Stakeholders/Directors/Members**

Tenderers are to attach certified copies of ID Documents of Members/Directors to this page.

## FORM S: MUNICIPALITY FORMS

### ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS

NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.

Company registration documents.

ID documents of directors/owners/members/shareholders.

Original valid TAX/VAT certificate.

BBBEE Certificate / Letter of accreditation

Past experience (1) & (2)

Declarations.

Joint Venture agreement

## STANDARD FORMS

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

Relevant specifications

Value for money

Capability to execute the contract

PPPFA & associated regulations

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

# WINNE MADIKIZELA MANDELA MUNICIPALITY STANDARD FORM FOR TENDERS

TENDER NO: WMM LM 31/05/22/05 SAR

Closing Date: 17 June 2022  
Closing Time: 12h00

## BIDDERS DETAILS

THE FOLLOWING PARTICULARS MUST BE FURNISHED AND SIGNED  
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	
CELLPHONE NUMBER	
FACSIMILE NUMBER	
SIGNATURE OF BIDDER / AUTHORISED REPRESENTATIVE	

## RNM / MBD 1 TENDERER INFORMATION

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WINNIE MADIKIZELA MANDELA MUNICIPALITY. BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS. ALL LATE BIDS WILL BE RETURNED UNOPENED.**

**BID NUMBER** : .....

**TENDERER** : .....

**ADDRESS** : .....

**COMMERCIAL BANK ACCOUNT DETAILS:**

Bank .....

Branch .....

Account No. .....

Name under which account is operated: .....

Bank Contact Person .....

**FIRM DETAILS:**

Name of Contactor / Company / Person .....

Date of Inauguration .....

Registered Address of Firm .....

Vat Registration No. .....

Telephone No. .....

Cell No. .....

Fax No. .....

E-mail address .....

Postal Address .....

Physical Address .....

Has An Original And Valid Tax Clearance Certificate Been Submitted? YES/NO

Has A B-BBEE Status Level Verification Certificate Been Submitted? YES/NO

IF YES who was it certified by? .....

An Accounting Officer As Contemplated In The Close Corporation Act (CCA)

A Verification Agency Accredited by the South African Accreditation system (SANAS)

OR

A Registered Auditor

**PLEASE TICK APPLICABLE BOX**

Signature of Tenderer : \_\_\_\_\_

*(Of person authorised to sign the tender)*

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO  
QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

Tenderers are required to complete and fill the following Municipality Forms.

- MBD 1
- MBD 4
- MBD 6.1
- MBD 8
- MBD 9

**RNM/ MBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING  
PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE  
CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A  
SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder..... Bid Number.....

Closing Time ..... Closing Date .....

**MBD 6.1**

### **PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

#### **1. GENERAL CONDITIONS**

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

- the 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

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	<b>POINTS</b>
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "**B-BBEE status level of contributor**" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "**bid**" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "**EME**" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "**functionality**" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "**prices**" includes all applicable taxes less all unconditional discounts;
- (h) "**proof of B-BBEE status level of contributor**" means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "**QSE**" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "**rand value**" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### **3. POINTS AWARDED FOR PRICE**

### 3.1 THE 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

on

90/10

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

Where

Ps = Points scored for price of bid under consideration

P<sub>t</sub> = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.1

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

5.1

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

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

## 6.1

B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

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

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the % subcontracted.....
- ii) The name of the contractor.....
- iii) The B-BBEE status level of the contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	✓	✓
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....  
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

A                   NON-FIRM PRICES SUBJECT TO ESCALATION

1.                   **As per GCC 2015 Clause 6.8.2 and detailed on page 92 of the GCC**

B                   PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1.                   **Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.**

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				<b>ZAR=</b>		
				<b>ZAR=</b>		
				<b>ZAR=</b>		

2.                   **Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)**

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

## **MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

### **9. GENERAL CONDITIONS**

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

- the 80/20 system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for acquisition of goods or services with a Rand value above R50 000 000 (all applicable taxes included).

9.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

9.3 Preference points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contribution.

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

	<b>POINTS</b>
1.3.1.1 PRICE	.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	_____
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.	

## 2. DEFINITIONS

2..1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2..2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;

2..3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2..4 **“black designated groups”** has meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2..5 **“black people”** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;

2..6 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2..7 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2..8 **“co-operative”** means a co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act No. 14 of 2005);

2..9 **“designated group”** means-

- (a) black designated groups;
- (b) black people;
- (c) women;
- (d) people with disabilities; or
- (e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996)

2..10 **“designated sector”** means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a);

2..11 **“EME”** means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2..12 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;

2..13 **“military veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);

2..14 **“National Treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

2..15 **“people with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

2.16     **“proof of B-BBEE status level of contributor”** means-  
(a)     the B-BBEE status level certificate issued by an authorised body or person;  
(b)     a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or  
(c)     any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;

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

2.18     **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

2.19     **“rural area”** means –  
(a)     a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or  
(b)     an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system;

2.20     **“stipulated minimum threshold”** means the minimum threshold stipulated in terms of regulation 8(1)(b);

2.21     **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

2.22     **“township”** means an urban living area that any time from the late 19<sup>th</sup> century until 27 April 1994 , was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;

2.23     **“treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and

2.24     **“youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)

2.25     **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.26     **“consortium or joint venture”** 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;

2.27     **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.28     **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.29     **“non-firm prices”** means all prices other than “firm” prices;

- 2.30     **“person”** includes a juristic person;
- 2.31     **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.32     **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.33     **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.34     **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### **4. POINTS AWARDED FOR PRICE**

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

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

01

90/10

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

Where

Ps      =      Points scored for comparative price of bid under consideration

Pt      =      Comparative price of bid under consideration

P<sub>min</sub> ≡ Comparative price of lowest acceptable bid

## 5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

### 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

## 8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? ..... %

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME YES / NO (delete which is not applicable)

## 9 DECLARATIONS WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: .....

9.2 VAT registration number: : .....

9.3 Company registration number .....

### 9.4 Type of Company/ Firm

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

[TICK APPLICABLE BOX]

9.5 Describe Principal Business Activities

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

9.6 Company Classification

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

3 .....  
.....

SIGNATURE(S) OF BIDDER(S)

DATE

ADDRESS: .....

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

## 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. willfully 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.**

Item	Question	Yes	No
4.1	<p>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?</p> <p>(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>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *per 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of 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 consortium<sup>3</sup> 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.
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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

FORM T: Declaration of Integrity

**1. SA REVENUE SERVICE**

An original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying that the taxes of this tenderer are in order, or that an arrangement acceptable to SARS has been made, must be attached to this tender.

**2. REGIONAL SERVICES LEVIES AND REGIONAL ESTABLISHMENT LEVIES**

Evidence that this tenderer is up-to-date in respect of liabilities to the Municipality regarding Regional Services Levies and Regional Establishment Levies must be attached to this tender.

**3. DECLARATION OF INTEGRITY**

I, the undersigned (Full Name) .....  
Certify that no partner, director, trustee, shareholder or member of the tendering entity, or any other entity operating in partnership with the tendering entity is an unrehabilitated insolvent, nor has any partner, director, trustee, shareholder or member of the tendering entity, or any other entity operating in partnership with the tendering entity, during the past five years:

- been convicted of fraud;
- been found guilty of non-compliance with relevant business laws and regulations e.g. VAT Act, Companies Act etc, fronting, or cover-quoting;
- has ever defaulted with respect to the terms of a contract with any organ of state;
- been found guilty of providing false information in tender documents or in an application to be registered as an interested supplier;
- been found guilty of offering, promising or giving a bribe or other remuneration in a direct or indirect manner to the Presiding Officer or any member of the Tender Adjudication Committee or the Tender Award Committee or Executive Committee or Municipal Council, or any Official or employee of the Municipality, or their spouse, partners or business associates in connection with obtaining and executing a contract;

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

Witness 1: .....

Witness 2: .....

## FORM V : PROOF OF PAYMENT OF MUNICIPAL RATES

Tenderers are to attach certified copy of proof showing that Municipal rates (for the Municipalities where they reside) are up to date.

### TENDERER'S PARTICIPATION IN JOB CREATION USING 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 EPWP as set out in the Requirements of the Expanded Public Works Programme (EPWP) 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.

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:

Minimum required content of such local labour (5%)  
=  $(100 \times \text{amount spent on wages for such local labour (excluding VAT)}) / (\text{total value of the project (excluding VAT)})$

The minimum required content of such local labour for this project shall be 5 %.

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

### TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

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.

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled or semi-skilled labourers, 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), including for a minimum allocation of 60% Women, 55% Youth and 2% Disabled:

Local labour comprising unskilled or semi-skilled labourers recruited from the local community	Anticipated number of jobs to be created	Total number of person-day 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)				
Note: Should this percentage not equal or exceed the specified minimum percentage, the tender will be considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.				5 %
Specified minimum local labour content				5 %

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 (EPWP) 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.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name:

Duly authorized to sign on behalf of:

**SIGNATURE:** .....

**DATE.....**

(Of person authorised to sign on behalf of the Tenderer)

Failure to complete, sign and date this form shall result in the tender being considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.

## CONSTRUCTION OF ISIXHENXENI ACCESS ROAD

### PART C1: AGREEMENTS AND CONTRACT DATA

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## PART C1: AGREEMENTS AND CONTRACT DATA

### C1.1 Form of Offer and Acceptance

#### A: Offer

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

**TENDER No.: WMM LM 31/05/22/05 SAR**

#### **CONSTRUCTION OF ISIXHENXENI ACCESS ROAD**

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

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

#### **THE OFFERED TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) 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 and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

**Signature:** .....

**Name:** (*in capitals*) .....

**Capacity:** .....

**Name of Tenderer (organisation):** .....

**Address:** .....

.....

.....

Tel: ..... Fax: .....

#### **Witness:**

Signature: ..... Name: .....

Date: .....

CIDB Registration No:.....

**B: Acceptance**

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

The terms of the contract, are contained in

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into 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 tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**Signature:** .....

**Name:** (*in capitals*) .....

**Capacity:** .....

**Name of Employer (organisation):** .....

**Address:** .....

.....

**Witness:** .....

**Signature:** ..... **Name:** .....

**Date:** .....

**C: Schedule of Deviations**

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

**Subject** \_\_\_\_\_  
Details \_\_\_\_\_

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

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

**FOR THE TENDERER:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Tenderer:** *(Name and address of organisation)* .....

.....

**Witness :**

**Signature:** .....

**Name:** .....

**Date:** .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Employer:** *(Name and address of organisation)* .....

.....

**Witness :**

**Signature:** .....

**Name:** .....

**Date:** .....

**D: Confirmation of Receipt**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The .....(day)  
of .....(month)  
20.....(year)  
at .....(place)

**For the Contractor:**

.....  
Signature

.....  
Name

.....  
Capacity

**Signature and Name of Witness:**

.....  
Signature

.....  
Name

**PART C1.2 CONTRACT DATA****C1.2.1 General Conditions of Contract**

The General Conditions of Contract for Construction Works (3<sup>RD</sup> Edition 2015) published by the South African Institution of Civil Employer's Agenting, Private Bag X200, Halfway House, 1685 is applicable to this contract.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Employer's Agenting (Tel 011- 805 5947, Fax: 011 – 805 5971).

The Contract Data referred to in the General Conditions of Contract follow, with the Data to be completed Employer furnished. The Tenderer is to provide his details in the spaces provided.

**C1.2.2 Contract Data Provided by Employer**

**TENDER No.: WMM LM 31/05/22/05 SAR**

**CONSTRUCTION OF SIXHANXENI ACCESS ROAD**

	<b>Clause (GCC 2015)</b>	
Defects Liability Period	1.1.1.13	6 months
Name of Employer	1.1.1.15	WINNIE MADIKIZELA MANDELA Municipality
Address of Employer	1.2.1.2	51 Main Street P O Box 12 BIZANA 4800 Telephone: 039 251 0230
Name of Employer's Agent	1.1.1.16	TPA Consulting cc Lisa Solution JV
Address of the Employer's Agent	1.2.1.2	P O Box 1575 Westville 3630 Email: <a href="mailto:zamo@tpa.co.za">zamo@tpa.co.za</a> Tel: 039 624 1180 Fax: 086 666 8203
Pricing Strategy	1.1.1.26	Re-measurement Contract
CONTRACTOR'S GENERAL OBLIGATIONS	4.Clauses 4.1.1 and GCC 4.1.1	The penalty for failing to achieve the monetary value of the target set by the Employer for local labour content in terms of Part F: Requirements of the Expanded Public Works Programme (EPWP of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target

	Clause (GCC 2015)	
		monetary value.
TIME AND RELATED MATTERS	5.	Note to compiler: All the tabulated Contract Data for "Clauses 5.3.1 and 5.3.2" and "Clauses GCC 5.3.1 and GCC 5.3.2" as shown below must appear in every Open Tender document, irrespective of the estimated value of the Works.
Documentation Required Before Commencement of Construction Works	5.3.1	Health and Safety File (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
Time to Submit the Documentation Before Commencement with the Works	5.3.2	14 days after commencement date
Non-working Days	5.8.1	Sundays
Special Non working days	5.8.1	1. Public Holidays 2. The year end break commencing on 13 December 2019 and ending on 06 January 2020
Penalty for Failing to Complete the Works	5.13.1	R1, 000.00 per calendar day
The Latent Defect Period	5.16.3	10 years
Contract Price Adjustment Schedule	6.8.2	$x = 0,15$ $a = 0,20$ $b = 0,20$ $c = 0,50$ $d = 0,10$  'L' shall be the "Weighted Average" index, P0141, Table A  'F' shall be the "Fuel (Diesel)" index given in P0142.1 Table 12 for KwaZulu Natal
Area for Producer Price Index		WINNIE MADIKIZELA MANDELA
Base Month		Month before Closing of Tenders
Price Adjustments for Special Materials	6.8.3	Price adjustments for variations in the costs special materials are allowed
The Percentage Advance on Materials not yet Built into the Permanent Works	6.10.1.5	80% (subject to provision of Indemnity for Materials on Site)
Limit of Retention Money	6.10.3	10% of Contract Sum
Value of Plant and Material Supplied by Employer to be included in the insurance sum	8.6.1.1.2	Nil

	Clause (GCC 2015)	
Amount to cover professional fees for repairing damage and loss	8.6.1.1.3	14% of Required
Limit of Indemnity for Liability Insurance	8.6.1.3	R5, 000, 000.00 for each and every claim
Dispute Resolution	10.5.1	Standing Adjudication Board
Number of Adjudication Board Members to be Appointed	10.5.3	One
Dispute Determination	10.7.1	Dispute Determination shall be by Arbitration

F1.11 (Refer to Requirements of the Expanded Public Works Programme (EPWP))

Penalty applicable to any shortfall in the local labour content achieved

The specified minimum percentage of local labour content is 6%

SIGNATURE OF TENDERER: .....

DATE: .....

**C1.2.3 Data Provided by the Contractor**

		<b>Clause</b>	
Name of Contractor		1.1.1.9	.....
Address of Contractor (Physical and Postal)		1.2.1.2	..... ..... ..... ..... .....
Tel: Fax: Email:			..... ..... .....
Time for Achieving Practical Completion:		1.1.1.14	..... Weeks
Security to be Provided by Contractor		6.2.1	Refer to Table Below
	<b>Type of Security</b>  <i>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i>		
	Cash deposit of .....% of the Contract Sum		
	Performance Guarantee of .....% of the Contract Sum		
	Retention of .....% of the value of Works		
	Cash Deposit of .....% of the Contract Sum plus Retention of .....% of the value of Works		
	Performance Guarantee of .....% of the Contract Sum plus Retention of .....% of the value of Works		
	Price variation of special materials*		
	<b>Type of Special Material</b>	<b>Unit</b>	<b>Rate or Price*</b>
Rate or price for base month of*		6.8.2	.....

**Tenderers are to note that failure to provide a time for completion of the contract will invalidate the tender offer.**

\* **Delete inapplicable**

Signature: .....

Name of Signatory: .....

Date: .....

Name of Tenderer .....

#### C1.3: ..... PERFORMANCE GUARANTEE

For use with the General Conditions of Contractor for Construction Works, Third Edition, 2015.

#### **GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....

Physical Address: .....

“Employer” means: .....

“Contractor” means: .....

“Employer’s Agent” means:  
.....

“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: .....

“Expiry Date” means: .....

#### **CONTRACT DETAILS**

Employer’s Agent issues; Interim Payment Certificates, Final Payment Certificate and the Certificate 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 to 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 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 .....)  
.....)

## 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.

## 3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEE

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 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, or

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.

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 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 his 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 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 Magistrate's Courts Act No 32 of 1994, 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 .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**C1.4: DISCLOSURE STATEMENT**

(Date) .....

Contract: (Name) .....

Contractor: (Name) .....

Employer: (Name) .....

Employer's  
(Name) .....

Agent:

Dear Sirs,

I am willing and available to serve as (ad-hoc/standing) Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I had no previous involvement with this project.
- I do not have any financial interest in this project.

- I am not currently employed by the Contractor, Employer or Employer's Agent.
- I do not have any financial connections with the Contractor, Employer or Employer's Agent.
- I do not have or not have had a personal relationship with any authoritative member of the Contractor, Employer or the Employer's Agent which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect the same.

*Should there be any deviation from the foregoing statements, details shall be given hereunder.*

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

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full: .....

Signature: .....

**C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between **WINNIE MADIKIZELA MANDELA MUNICIPALITY** (hereinafter called the

EMPLOYER) of the one part, herein represented by: .....

.....

in his capacity as: .....

AND: .....

(hereinafter called the CONTRACTOR) of the other part, herein represented by .....

.....

in his capacity as: .....

duly authorized to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No: ..... (CONTRACT TITLE)

..... for  
the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING EMPLOYER'S AGENTS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

This signed at for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

Thus signed at for and on behalf of the **EMPLOYER**

on this the ..... day of ..... 20.....

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

#### **C1.6: ADJUDICATION BOARD MEMBER AGREEMENT**

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, email address, fax number, telephone, number and mobile number)* .....

Contractor: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)* .....

Employer: *(Name, physical address, postal address, email address, fax number, telephone, number and mobile number)* .....

The contractor and the Employer will hereinafter be collectively referred to as "the Parties".

The Parties entered into a Contract for .....  
*(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition (2015), must be referred to *(ad-hoc adjudication/ standing adjudication\*\*)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employer's Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.

4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
  - 7.1 A monthly retainer of R.....(amount) for .....(number) of months, and /or
  - 7.2 A daily fee of R.....(amount) based on a .....(number) hour day, and /or
  - 7.3 A hourly fee of R.....(amount), and /or
  - 7.4 A non- recurrent appointment fee of R.....(amount) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

On submission of an invoice for fees and expenses to the Parties, the Parties shall pay the full amount within 28 days of receipt of the invoice. Late payment of such invoice shall attract the interest at prime plus 3% points compounded monthly at the prime rate changed by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's Signature : .....

Contractor's name : .....

Place : .....

Date : .....

Employer's signature : .....

Employer's name : .....

Place : .....

Date

Adjudication Board Member's signature : .....

Adjudication Board Member's name : .....

Place : .....

Date : .....

**GCC 4.1.1 Extent of Contractor's obligations**

Add the following new paragraphs to the end of Clause 4.1.1:

"If the Contractor fails to achieve the monetary value of the target set by the Employer for local labour content in terms of the Requirements of the Expanded Public Works Programme (EPWP) in the Particular Specifications, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.

Note to compiler with regard to the following additional Special Conditions of Contract:  
The following additional Special Conditions of Contract are to be included in every Open Tender document, irrespective of the estimated value of the Works.

**Additional Special Conditions of Contract**

The following additional Special Conditions of Contract clauses GCC 1.1 and GCC 5.3 shall apply only in those circumstances where the Employer is required to apply for a construction work permit in terms of Construction Regulation 3(1):

**GCC 1.1 Definitions**

Delete the entirety of Clause 1.1.1.5 and replace it with the following:

"GCC 1.1.1.5 "Commencement Date" means the date 42 calendar days after the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect."

**GCC 5.3 Commencement of the Works**

Delete the entirety of Clauses 5.3.1, 5.3.2 and 5.3.3 and replace them with the following:

**"GCC 5.3.1 Commencement of the Works**

Upon the Employer's Agent's instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 14 days after the Commencement Date. Such instruction shall be subject to:

**GCC 5.3.1.1** The timely submission by the Contractor, and approval by the Employer's Agent, of documentation required before commencing to carry out the Works and before the Employer applying for a permit to do construction work, as set out in the Contract Data,

**GCC 5.3.1.2** Application by the Employer for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014, and

**GCC 5.3.1.3** Receipt by the Employer of the permit to do construction work.

**GCC 5.3.2 Unacceptable documentation**

If the documentation referred to in Clause GCC 5.3.1 is not submitted within the number of days stipulated in the Contract Data from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect, or if such documentation is found to be unacceptable, the Employer may terminate the Contract in terms of Clause 9.2.

**GCC 5.3.3 Time to instruct commencement of the Works**

Where the Contractor delays the submission by the Employer of the application for a permit to do construction work and such permit is not received within 14 days following the Commencement Date such that the Employer's Agent's instruction to commence carrying out the Works cannot be given, without prejudice to the Employer's rights to terminate the contract under Clause 9.2, the Employer's Agent shall delay issuing the instruction to commence carrying out the Works until such time as the permit to do construction work has been received. The Contractor shall have no entitlement under Clause 5.12 to an extension of time for Practical Completion.

Where the permit to do construction work is not received within the 14 day period following Commencement of the Contract for reasons not attributable to the Contractor, the Employer's Agent shall delay the instruction to commence the Works and the Contractor shall be entitled to make a claim in accordance with Clause 10.1."

**Notes to compiler:**

The above amendments to Clauses 1.1.1.5, 5.3.1, 5.3.2 and 5.3.3 are necessitated by the implementation of the Construction Regulations 2014, as amended.

Compilers should note that the purpose of these amendments is to postpone the Commencement Date to some extent while the work permit is being obtained by the Employer from the Department of Labour. This will have the effect that time-related costs in terms of items such as item 13.01(c) in section 1300 of the COLTO standard specifications will not be paid needlessly during the entirety of the period, prior to the receipt of the work permit from the Department of Labour, when construction work on the site is not permitted in terms of the Construction Regulations 2014. Furthermore, these amendments will also help mitigate the effect of this waiting period on the time for achieving Practical Completion of the Works.

The compiler's attention is drawn to clause 3 of the Construction Regulations 2014 with regard to "Application for construction work permit", together with the amended implementation phasing in terms of the Government Notice, Department of Labour, of 07 July 2015 with regard to temporary exemptions granted with respect to clause 3:

(Xiii.) The Employer will be required to apply in writing to the provincial director of the Department of Labour for a construction work permit to perform construction work if the intended construction work starts after 07 August 2015 and the works contract is of a value exceeding one hundred and thirty million rand (CIDB grading designation 9). Such application must be made at least 30 days before that work is to be carried out.

(Xiv.) Furthermore, the Employer will be required to apply in writing to the provincial director of the Department of Labour for a construction work permit to perform

construction work if the intended construction work starts on or after 07 February 2017 and the works contract is of a value exceeding forty million rand (CIDB grading designation 8 or higher). Such application must be made at least 30 days before that work is to be carried out.

(Xv.) Furthermore, the Employer will be required to apply in writing to the provincial director of the Department of Labour for a construction work permit to perform construction work if the intended construction work starts on or after 07 August 2018 and exceeds 365 days; will involve more than 3600-person days of construction work; or the works contract is of a value exceeding thirteen million rand (CIDB grading designation 7 or higher). Such application must be made at least 30 days before that work is to be carried out.

**TENDER No.: WMM LM 31/05/22/05 SAR**

**CONSTRUCTION OF SIXHANXENI ACCESS ROAD**

**PART C2: PRICING DATA**

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## PART C2: PRICING DATA

### C2.2.Pricing Instructions

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities<sup>1</sup>. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 The tenderer has to complete the schedule of quantities in full. Items against which no price is entered are to be considered as incomplete and invalidate the tender. Items against which **N/A, left blank** or – (dash) is entered are to be considered as incomplete and will also invalidate the tender. Items against which **Nil or zero (0)** is entered are to be considered to be fully priced and the tenderer will provide the items in question as specified at zero (0) or **Nil price**

Rates are to be inserted in **BLACK ink**. Any amendments must be neatly crossed and initialled. The use of correction ink is **NOT** permitted.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are

consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

A Tenderer is **NOT PERMITTED** to group a number of items together and tender one sum for such group of items. **IF THIS IS DONE IT WILL RENDER THE TENDER INVALID.**

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

**Ordering of materials** are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 8 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 9 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent

MN = meganewton  
MN-m = meganewton-metre  
PC Sum = Prime Cost Sum  
Prov Sum = Provisional Sum

## ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR-INTENSIVE METHODS

Those parts of the Works to be constructed using labour-intensive methods are marked in the Schedule of Quantities with the letters LI, either in a separate column or as a prefix or suffix against every item so designated. The Works or parts of the Works so designated are to be constructed using labour-intensive methods only, unless otherwise specified in the Scope of Work.

The items marked with the letters LI include:

- (a) Items in the COLTO Standard Specifications that would normally be carried out using labour intensive construction methods.
- (b) Items in the COLTO Standard Specifications that would normally be carried out using plant but which have been modified specifically so as to require the use of labour-intensive construction methods instead of plant for some or all of the work components of the item.
- (c) New items that have been written for this contract specifically requiring the use of labour-intensive construction methods rather than plant for some or all of the work components of the item.

The items marked with the letters LI are not necessarily an exhaustive list of all the activities which could be carried out using labour-intensive methods. Where a minimum percentage for local labour content is specified, additional activities may need to be identified to be carried out using labour intensive methods rather than plant in order to meet such target.

Those 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 works, is a breach to the contract. The items marked with the letters "LI" are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.

## PARTICULAR SPECIFICATIONS

### REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

This section provides specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP); and
- (b) The National Youth Service (NYS) programme, which is a government programme implemented by the National Department of Public Works forming part of 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 and NYS 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.

## 1. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

### 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.

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.

### 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/>).

### 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.

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: #####

### 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 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.

### 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 \_\_\_\_\_ per task (for task-rated workers); (Compiler to insert the rate of pay as agreed with the local community, based on negotiations carried out with the local community in the presence of the Employer during the design phase of the project prior to the invitation of tenders).

or

R \_\_\_\_\_ per day (for time-rated workers). (Compiler to insert the rate of pay as agreed with the local community, based on negotiations carried out with the local community in the presence of the Employer during the design phase of the project prior to the invitation of tenders).

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. (Compiler to note that this minimum wage rate applies when an EPWP worker is engaged in formal classroom training).

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.

## 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.

## 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 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.

#### 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: OHSA 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), orange 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:  
(Compiler shall not omit any of the PPE listed below. However, the compiler may add to the list if any other PPE not listed below is known to be required).
  - Protective headwear, orange in colour, with EPWP branding;
  - 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. 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.

#### 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.

#### 1.10 Payment matters relating to the EPWP work

##### 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.

##### 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, 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 General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour intensive methods.

#### 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 value added tax).

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<sub>o</sub> 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.

## 2. NATIONAL YOUTH SERVICE (NYS)

### NOTE TO COMPILER:

If the employment of NYS workers is not required in terms of this contract, the compiler shall insert the following at the start of this clause 2 then delete the remainder of clause 2:

Note: The Contractor shall not be required to employ NYS workers in terms of this contract.

If the employment of NYS workers is indeed required in terms of this contract, the remainder of clause 2 below shall apply.

The Employer requires the implementation of National Youth Service (NYS) programmes on this project.

#### 2.1 The National Youth Service (NYS) programme

The National Youth Service (NYS) programme aims to train young people and provide them with practical work experience. The young people will be allocated tasks by the Contractor that will assist the Contractor with the execution of the contract.

#### 2.2 Applicable labour laws

The work to be undertaken on this contract by unskilled or semi-skilled workers under the National Youth Service (NYS) programme shall be implemented in accordance with the same Code of Good Practice and Ministerial Determination as described in clause 1.2 above for work to be undertaken under the Expanded Public Works Programme (EPWP).

## 2.3 Employer's project manager

The Contractor shall be required to liaise closely with the Employer's project manager who is responsible for the recruitment and training of the NYS workers.

## 2.4 Persons to be employed under the NYS programme

For purposes of this contract, the Contractor shall be required to employ 10 youths aged between 18 and 35 for a period of 6 months each under the NYS programme.

The Employer's project manager shall provide the Contractor with a list of the 10 youths to be employed and the training that each of these 10 youths have received to date, and only these 10 youths shall be employed by the Contractor under the NYS programme.

The Contractor shall effect the employment in two separate 6-month cycles, with the employment of 5 youths for the first 6-month cycle only, followed by the employment of 5 different youths for the second 6 month cycle only.

## 2.5 Contract of employment with persons employed under the NYS programme

The Contractor shall enter into a formal contract of employment with each youth employed under the NYS programme, using the pro forma contract of employment attached at the end of this section: Particular Specifications.

## 2.6 Employment of NYS workers

The Contractor will be contractually obliged to:

- (a) employ all participants on the list provided by the Employer's project manager;
- (b) brief NYS workers on the conditions of employment;
- (c) enter into a formal contract of employment with each NYS worker, which contract will form part of the Employment Agreement;
- (d) keep personnel files for all NYS workers and make copies available to the Employer's project manager if and when requested; and
- (e) ensure that payments to NYS workers are made in accordance with Government Notice No. R347.

During the period when they are engaged in formal classroom training (other than in-service training), the youths employed under the NYS programme shall be paid the minimum wage rate as set by the Department of Labour on an annual basis in the Ministerial Determination for the Expanded Public Works Programme, and should there be an upward adjustment in the rate the Contractor will be compensated accordingly. During the period when they are engaged in productive work activities required for elements of the Works, they shall be paid in terms of the wage rates stated in clause 1.5 above.

## 2.7 Training of youth workers

All NYS workers will be placed on an extensive training programme that will include:

- (a) an induction into NYS and EPWP;
- (b) life skills training;
- (c) technical training focusing on a vocational skill to be used on the project (e.g. painting or carpentry); and
- (d) entrepreneurship and business skills training.

All training will be arranged by the Employer's project manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the Contractor's work schedule and his demand for workers with specific skills. The Employer's project manager will make full details of the training programme available to the Contractor.

The Contractor shall maintain comprehensive records of the training received by each NYS worker throughout the course of the contract, and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each NYS worker.

The training of the NYS workers shall take place using the same training facility provided for the training of all other EPWP participants (refer to clause 4 below).

## 2.8 Contractor's obligations towards persons employed under the NYS programme

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the NYS programme 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 NYS programme workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993, for as long as they are contracted to the 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;
- (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 trades in which the participants are involved, in addition to the branded overalls stipulated for NYS 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 in their respective trades;
- (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.

## 2.9 Apparel and tools for NYS workers

The content of clause 1.8 above with regard to apparel and tools for EPWP workers shall apply equally to NYS workers, except that:

- (a) apparel and tools to be issued to NYS workers shall be determined in conjunction with the Employer's project manager;
- (b) the required branding of apparel to be issued to NYS workers shall be determined in conjunction with the Employer's project manager, and shall also include the NYS logo;
- (c) additional PPE may be required depending on the NYS worker's specific trade;
- (d) certain specified apparel and tools issued to the NYS workers will become the property of the NYS workers after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorised by the Employer's Agent; and
- (e) separate payment items have been provided in the schedule of quantities to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

## 2.10 EPWP-NYS contract signboard

Where work takes place under the National Youth Service (NYS) programme, the NYS logo shall also be displayed on the EPWP contract signboard referred to in clause 1.9 above, indicating that this project is part of both the Expanded Public Works Programme (EPWP) and the NYS programme. 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.

## 2.11 Payment matters relating to the NYS work

No direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the NYS workers, 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.

## 3. JOB CREATION REPORTING FOR EPWP

### NOTE TO COMPILER:

This clause 3 shall always be retained in the tender document so that its content can be used as a guide for the EPWP job creation reporting required.

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 3.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause 3.2 below.

### 3.1 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:

#### 3.1.1 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.

#### 3.1.2 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.

### 3.1.3 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.

### 3.1.4 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).
- (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.

### 3.2 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.

#### 4. PROVISION OF STRUCTURED TRAINING

##### 4.1 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.

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.

##### NOTE TO COMPILER:

The compiler shall obtain from the Department's project manager the budget to be allowed for the implementation of the entire training function on the project.

Note that the training function includes all costs related to the training facility, the training provider and trainers, the training materials, the wages of the learners, COIDA, UIF, PPE, tools, transport, handling costs, etc, all as described in the various pay items at the end of this section.

Bearing in mind the Department's training objectives for the particular project, the compiler together with the Department's project manager must allocate the budgeted limited funds available for training in the most effective manner possible towards generic / entrepreneurial / construction skills training.

It should also be noted that for smaller projects it may only be possible to conduct very limited entrepreneurial / construction skills training, if at all, and it may not be possible to conduct NYS learnership programmes at all, both in terms of the time available, given the limited contract duration, and the cost, given the limited funds available for training.

#### 4.2 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.

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.

#### 4.3 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).

#### 4.4 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 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](http://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 (Compiler to liaise with the project manager regarding any further possible entrepreneurial skills training qualifications required for the contract).

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](http://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.

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.

#### 4.5 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.

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.

#### 4.6 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.

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:

Compiler to adjust the specified quantities below, as necessary, if training for significantly smaller or larger numbers of learners than 25 is required.

- (a) Lecture room (interior area) = 48 m<sup>2</sup>
- (b) Ablutions (male) = 6 m<sup>2</sup>
- (c) Ablutions (female) = 6 m<sup>2</sup>
- (d) Chairs for learners (individual chairs, with backs) = 25 off
- (e) Desk area for 25 learners (500 mm width) = 12,5 m<sup>2</sup>
- (f) Chairs for trainers and management (individual chairs, with backs) = 5 off
- (g) Table area for trainers and management = 3 m<sup>2</sup>
- (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<sup>2</sup>

#### 4.7 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.

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).

## 5. COMMUNITY LIAISON

### (a) 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.

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.

### 5.1 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.

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.

## 6. 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.

## 7. 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.

### 7.1 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.

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;
- 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.

## 8. MATERIAL SOURCES, SPOIL AND STOCKPILE AREAS

Where possible, the contractor shall source material from within ##### km (compiler to state the relevant distance) of the site utilizing local labour. The material which may be sourced from site includes:

Omit this paragraph if it is not applicable.

If it is applicable then compiler to list any materials that can be sourced from within ##### km of the site utilizing local labour, for example, rock for stone pitching or gabions if available, or gravel selected material if available. Compiler also to comment on which components of the loading, hauling, offloading and spreading of such material, as applicable, will be carried out utilizing local labour.

## 5. MEASUREMENT AND PAYMENT

Item      Unit

5.01      Provision of the training venue facility, including the cost of transporting the learners to and from this facility      lump sum (Sum)

The tendered lump sum for subitem 5.01 shall include full compensation for the provision of the training venue facility complete and serviced as specified, including for the provision of power, water, sewerage and cleaning services for the duration of the contract, for lighting, power points and voltage stabilizers, for air conditioning, blinds, fire extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract.

The tendered lump sum shall also include full compensation for transporting the learners on each day of training from their place of work to this training venue facility, and back again after the training for the day has been delivered by the accredited trainers.

Payment of the lump sum shall be made in three instalments as follows:

The first instalment, 50% of the lump sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue facility, complete and serviced as specified, and the facility has been successfully commissioned for use.

The second instalment, 35% of the lump sum, shall be paid when 75% of the training courses proposed in accordance with the Contractor's approved structured training programme have been delivered to the learners by the accredited trainers.

The third and final instalment, 15% of the lump sum, shall be paid when all training has been concluded and the facility has been dismantled and removed from the site.

Item      Unit

5.02      Training of learners employed by the main contractor or by the Targeted Enterprise subcontractors:

(a)      Generic skills:

(i)      Training costs      provisional sum (Prov sum)

(ii)      Handling costs and profit in respect of subitem F5.02(a)(i) above percentage (%)

(b)      Entrepreneurial skills:

(i)      Training costs      provisional sum (Prov sum)

(ii)      Handling costs and profit in respect of subitem F5.02(b)(i) above percentage (%)

- (c) Construction skills:
  - (i) Training costs provisional sum (Prov sum)
  - (ii) Handling costs and profit in respect of subitem F5.02(c)(i) above percentage (%)
- (d) Transportation and accommodation costs of selected learners only, while receiving off-site training:
  - (i) Transportation and accommodation costs provisional sum (Prov sum)
  - (ii) Handling costs and profit in respect of subitem F5.02(d)(i) above percentage (%)

Expenditure under subitems 5.02(a)(i), (b)(i), (c)(i) and (d)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum for each of subitems 5.02(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic, entrepreneurial and construction skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners, the provision of all training materials including all stationery and study materials, the wages of the learners for the duration of the courses including the associated COIDA and UIF payments, and the provision of any tools and PPE that may be required during those courses incorporating practical training modules. The payment of wages to learners in terms of subitems 5.02(a)(i), (b)(i) and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The tendered percentage for each of subitems 5.02(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of subitems 5.02(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of the training in generic, entrepreneurial and construction skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner.

The provisional sum for subitem 5.02(d)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected to receive such off-site training and where such training cannot be delivered using the training venue facility provided by the Contractor in terms of subitem 5.01.

The tendered percentage for subitem 5.02(d)(ii) is the percentage of the amount actually spent under subitem 5.02(d)(i), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.

#### NOTE TO COMPILER:

If the employment of NYS workers is not required in terms of this contract, the compiler shall delete the entirety of 5.03 below.

Item	Unit
5.03	Payments associated with the NYS programme only:
(a)	Employment of NYS workers provisional sum (Prov sum)
(b)	Provision of tools and apparel for the NYS workers provisional sum (Prov sum)
(c)	Handling costs and profit in respect of subitems F5.03(a) and (b) above percentage (%)
(d)	Training of NYS workers: <ul style="list-style-type: none"><li>(i) Provision of training for the NYS workers provisional sum (Prov sum)</li></ul>

- (ii) Handling costs and profit in respect of subitem F5.03(d)(i) above percentage (%)
- (e) Liaison with the Employer's project manager and the training service provider:
  - (i) Liaison conducted by the Construction Manager hour (h)
  - (ii) Liaison conducted by the senior site foreman hour (h)

The provisional sums provided under subitems 5.03(a) and (b) shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem 5.03(a) shall be used to cover the cost of employment payments made by the Contractor to the NYS workers, including the associated COIDA and UIF payments, all as authorised by the Employer's Agent.

The provisional sum under subitem 5.03(b) shall be used to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

The tendered percentage under subitem 5.03(c) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum subitems 5.03(a) and (b), and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the NYS programme implementation.

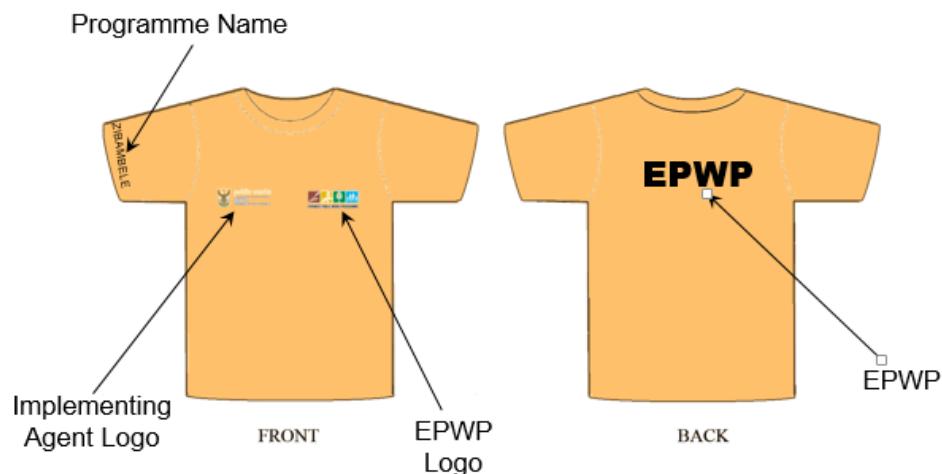
The provisional sum provided under subitem 5.03(d)(i) shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem 5.03(d)(i) shall be used to cover all costs associated with the provision of training for the NYS workers, including the cost of procuring the services of the accredited trainers and their delivery of the training courses to the NYS workers, and the provision of all training materials including all stationery and study materials.

The tendered percentage under subitem 5.03(d)(ii) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum subitem 5.03(d)(i), and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the provision of training for the NYS workers, including for the costs of record keeping and reporting with respect to the training received by each NYS worker.

The unit of measurement for subitems 5.03(e)(i) and (ii) shall be the hour. The tendered rates shall include full compensation for all costs related to the Construction Manager and the senior site foreman respectively for time spent at formal liaison meetings authorised and convened by the Employer's Agent for the specific purpose of liaising with the Employer's project manager and / or the training service provider. The payment shall be made only for the time spent in the formal meeting itself. No payment shall be made for time spent during any other on-site liaison, telephonic liaison, e-mail or written correspondence liaison between these parties, or for liaison conducted with the Employer's project manager and / or the training service provider by any other member of the Contractor's site staff or head office personnel, the cost of all of which shall be deemed to be included in the Contractor's time-related obligations under subitem B13.01(c).

## EPWP BRANDING



## 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.

# Logo Options

## Implementing Agent Examples

### National Projects



public works  
Department: Public Works  
REPUBLIC OF SOUTH AFRICA



environmental affairs  
Department: Environmental Affairs  
REPUBLIC OF SOUTH AFRICA



transport  
Department: Transport  
REPUBLIC OF SOUTH AFRICA

Contains National Coat Of Arms and name

### Provincial Department Projects



agriculture & environmental affairs  
Department: Agriculture & Environmental Affairs  
PROVINCE OF KWAZULU-NATAL



education  
Department: Education  
PROVINCE OF KWAZULU-NATAL



Contains Provincial Coat Of Arms and name

### Municipal Projects



Ugu District Municipality



ETHEKWINI MUNICIPALITY

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.



## PROJECT SIGNBOARD



**PRO FORMA EPWP CONTRACT OF EMPLOYMENT**



*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**

<b>Name</b>	Click or tap here to enter text.	<b>Address</b>	Click or tap here to enter text.
<b>Telephone</b>	Click or tap here to enter text.		
<b>Email</b>	Click or tap here to enter text.		
<b>Contact</b>	Click or tap here to enter text.		

**And**

**Employee Details**

<b>Name</b>	Click or tap here to enter text.	<b>Surname</b>	Click or tap here to enter text.
<b>ID:</b>	Click or tap here to enter text.	<b>Cell</b>	Click or tap here to enter text.
<b>Sex (M/F)</b>	Male <input type="checkbox"/> Female <input type="checkbox"/>	<b>Disability</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Primary Language</b>	Click or tap here to enter text.	<b>Physical Address</b>	Click or tap here to enter text.
<b>Other Languages</b>	Click or tap here to enter text.		
<b>Highest Education Level Achieved</b>	Click or tap here to enter text.	<b>Local Municipality</b>	Click or tap here to enter text.
<b>Other qualifications</b>	Click or tap here to enter text.	<b>Ward</b>	Click or tap here to enter text.
<b>Grant Received (Y/N)</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Grant type:</b>	

**Employment Details**

<b>Name of project:</b>	Click or tap here to enter text.		
<b>Job Title:</b>	Click or tap here to enter text.		
<b>Duties:</b>	Click or tap here to enter text.		
<b>Contract Start Date</b>	Click or tap here to enter text.	<b>Contract Finish Date</b>	Click or tap here to enter text.
<b>The wage per task/day is:</b>	R Click or tap here to enter text. / Hour/Day/task <i>(Specifier to select correct rate)</i>		

**Special Conditions**

<b>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:</b>	<b>Payment</b>
a) The contractor does not get additional contracts from the EPWP.	a) You will be paid a fixed amount stipulated above for completing a fixed amount of work.
b) Funding for the programme in your area comes to an end.	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) Underperformance: first offence – final written warning. Second offence – dismissal.	c) You will only be paid for work completed.
	d) Payment during classroom training shall be R /day

**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.

**Acceptance**

<b>Employer Name:</b>	<b>Employer Signature:</b>	<b>Employee Name:</b>	<b>Employee Signature:</b>
<b>Witness 1 Name:</b>	<b>Witness 1 Signature:</b>	<b>Witness 2 Name:</b>	<b>Witness 2 Signature:</b>

## 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

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

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

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.

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

Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

9.1. 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.

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

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

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

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

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

9.7. 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.

9.8. 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.

9.9. 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.



**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 –
  - a) four weeks before the expected date of birth; or
  - b) on an earlier date –
    - i. 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
    - ii. if agreed to between employer and worker; or
    - iii. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 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 –
  - a) when the employee's child is born;
  - b) when the employee's child is sick;
  - c) in the event of a death of –
    - i. the employee's spouse or life partner;
    - ii. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

**12. Statement of Conditions**

- 12.1. An employer must give a worker a statement containing the following details at the start of employment –
  - a) the employer's name and address and the name of the EPWP;
  - b) the tasks or job that the worker is to perform; and
  - c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - d) the worker's rate of pay and how this is to be calculated;
  - e) 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 –
  - a) the worker's name and position;
  - b) in the case of a task-rated worker, the number of tasks completed by the worker;
  - c) in the case of a time-rated worker, the time worked by the worker;
  - d) 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 –
  - a) at the workplace or at a place agreed to by the worker;
  - b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - c) in a sealed envelope which becomes the property of the worker.
- 14.7. An employer must give a worker the following information in writing –
  - a) the period for which payment is made;
  - b) the numbers of tasks completed or hours worked;
  - c) the worker's earnings;
  - d) any money deducted from the payment;
  - e) 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 –
  - a) repay any payment except an overpayment previously made by the employer by mistake;
  - b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - c) pay the employer or any other person for having been employed.

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

**17. Compensation for Injuries and Diseases**



- 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 –
  - a) the worker's full name;
  - b) the name and address of the employer;
  - c) the EPWP on which the worker worked;
  - d) the work performed by the worker;
  - e) any training received by the worker as part of the EPWP;
  - f) the period for which the worker worked on the EPWP;
  - g) 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
----------	----------

**EPWP DATA COLLECTION TOOL TEMPLATE  
(PRO FORMAS OF MICROSOFT EXCEL SPREADSHEETS)**

<b>EPWP REGISTRATION FORM</b>		
<b>Field requested</b>	<b>Description if needed</b>	<b>Please complete the sections in white</b>
<b>Project Details</b>		
Profile ID	Generated by the system	
Project Name	The name of the project	Sixhenxeni access road
Project Reference Number	Contract number	WMM LM 31/05/22/05 SAR
Project description	Full description of what is happening in the project (as per the appointment letter) and the <b>community benefiting from the project</b>	
<b>Duration</b>		
Project Start Date	Planned Start date of the particular contract	03-08-2021
Project End Date	Planned End date of the particular contract	03-02-2022
Estimated Budget	Overall Contract budget (excluding professional fees) for Current Financial Year	R 10 007,333.82
<b>Project Location</b>		
Province	In which province is the project implemented?	EC
District Municipality	Under which District Municipality does this project falls?	Alfred Nzo district municipality
Local Municipality	Under which Local Municipality does this project falls?	WINNIE MADIKIZELA MADELA Local Municipality
Latitude (in decimal format)	Is generated by the system	S 30°45'10.1",
Longitude (in decimal format)	Is generated by the system	E 29°46'38.9"
<b>Project Location per site</b>		
Locality name	Where exactly is the project implemented? ( <b>Ward name</b> )	Ward 31
Subplace	Town / Village	<b>CONSTRUCTION OF GRAVEL SIXHENXENI ACCESS ROAD WITH RELATED STORM WATER DRAINAGE AND ROAD SIGNAGE</b>
Ward	The project site is located in which ward?	Ward 31 which north west of the WINNIE MADIKIZELA MADELA Local Municipality
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	
<b>Public Body Details</b>		
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?	

Project Implementation		
Is this the project on the municipal IDP	Yes / No	
IDP reference number allocated to the project	<i>The number reflected in your Municipal IDP document</i>	
EPWP Details		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment &amp; culture, Non-state or Social)</i>	
EPWP Programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which sub-programme?</i>	
EPWP BUSINESS FORM		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>	
Duration		
Project Start Date		
Project End Date		
Estimated Budget	<i>Project Budget</i>	
Project Location		
Province	EC	
District Municipality	<i>Under which District Municipality does this project falls</i>	
Local Municipality	<i>Under which Local Municipality does this project falls</i>	
Latitude (in decimal format)	<i>GPS coordinates</i>	
Longitude (in decimal format)		
Public Body Details		
Public body sphere	<i>Such as Municipal or Provincial</i>	
Reporting public body that is the project owner (and will report on the project)	<i>Which Department approved the project in (education, Health etc.)</i>	
Department / Unit in the Public body that is responsible for the project	<i>Which Department budgeted for the project e.g. Education, Health Directorate</i>	
Implementing public body type	<i>Example (Local Municipality, Distr. Mun or Provincial Dept.</i>	
Public body that will	<i>Infrastructure, Environment or Social</i>	

implement the project		
Is this project on the Municipal IDP	<i>Municipal projects</i>	
IDP reference number allocated to the project		
<b>EPWP Details</b>		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment &amp; culture, Non-state or Social)</i>	
EPWP programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which sub-programme?</i>	
<b>Budget Amount-(Allocations for the project duration)</b>		
Funding Body	<i>Which Dept. is funding the project</i>	
Funding Year	<i>Financial year/s for the project</i>	2021/2022
Total Budget Amount	<i>(Exclude Professional Fees)</i>	
Incentive Grant(e.g. landcare / EPWP grant)	<i>Grant funding received</i>	
Total wages paid for the duration of the projects	<i>What amount will be spent on wages during the duration of the project</i>	
Wage Rate	<i>Daily Wage rate to be paid during productive work</i>	
Stipend Rate	<i>Daily wage rate to be paid during training</i>	
UIF	<i>The amount being paid to UIF (if applicable)</i>	
COIDA	<i>The amount being paid to COIDA(if applicable)</i>	
Training	<i>What amount will be spent on training</i>	
Administration	<i>The Administration costs</i>	
Equipment and materials	<i>Budget for Materials and Equipment</i>	
Other	<i>If other where chosen describe the other Such as Professional fees)</i>	Lab Testing and Surveyors
Describe other		
<b>Project Outputs and Training</b>		
Planned Primary Output	<i>e.g walkways, gabions, kerb * channel, km of road constructed</i>	5.0 KM
Description of Planned Primary Output	<i>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</i>	CONSTRUCTION OF SIXHENXENI ACCESS ROAD
Unit of measure of primary output	<i>Eg. m, m<sup>2</sup>, m<sup>3</sup>, km, no, ha etc</i>	KM
Planned primary output quantity	<i>Specify the quantity of output planned</i>	
Number of persons to be trained	<i>How many persons are targeted for on job training</i>	10

Contact person	
Title	
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	

*Person responsible for the Project in the Public Body  
(Project Manager)*





EPWP Monthly Progress Form		
Field requested	Description if needed	Please complete the sections in white
<b>Project Details</b>		
Profile ID	<i>full descripton of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project description	<i>Full descripton of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>	
<b>Month</b>		
Reporting Month		April
<b>Budget Expenditure</b>		
Cumulative Expenditure Amount	<i>What is the Overall amount spend on this project?</i>	
Current Expenditure Amount	<i>What is the amount spend including all grants for this month?</i>	
Wages	<i>How much paid on wages for this month only?</i>	
UIF	<i>How much paid on UIF for this month only?</i>	
COIDA	<i>How much paid on COIDA for this month only?</i>	
Stipends for training	<i>Amount paid to participants whilst on training (this month only)</i>	
Amount spent on service providers for training	<i>How much paid to service providers for training for this month only?</i>	
Training	<i>Total Cost of training for this month? (number captured on ERS)</i>	
Administration	<i>How much paid on administration for this month only?</i>	
Equipment and materials	<i>How much paid on equipment and materials for this month only?</i>	
Other	<i>How much paid on other?</i>	
Describe other	<i>Be specific e.g. Consulting fees, Transport etc.</i>	
Project output description	<i>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</i>	
Unit of measure of primary output	<i>Eg. m, m<sup>2</sup>, m<sup>3</sup>, km, no, ha etc</i>	
Cumulative primary output achieved	<i>Since the onset of the project</i>	
Quantity Achieved	<i>enter numeric output for this month only</i>	
Percentage achieved	<i>How much work done / achieved in percentages?</i>	
<b>EPWP Branding</b>		
Branding compliant	<i>Yes / No</i>	
Date that the branding was provided	<i>When was the project branded?</i>	
Has a photo of project branding been provided?	<i>Yes / No</i>	
First name of Official Who Branded Project	<i>Official Name</i>	
Surname of Official Who Branded Project	<i>Official Surname</i>	
Phone number of official who erected branding for the project	<i>Official contact number</i>	
Give the public body reference and name, and organisational details of the person that provided branding.	<i>Public body details ( reference &amp; name)</i>	

## EXAMPLE OF CONTRACT SIGNBOARD DETAILS

## CONTRACT SIGNBOARD FOR USE WHEN THE NYS PROGRAMME IS NOT REQUIRED:

Note: The “S’hamba Sonke” logo, as indicated below, shall appear on the signboard for Provincial Road Maintenance Grant (PRMG) contracts only. In all other cases it shall be omitted.



## FORM U: TENDERS FINANCIAL STANDING

Tenderers are to attach a letter from their banks showing the financial ratings (A, B, C, D, E or F) **for the value of the final tendered amount** and 3 year audited financial statements as per the quality score rating and as regulated by Umuziwabantu SCM Policy.

## FORM V: PROOF OF PAYMENT OF MUNICIPAL RATES

Tenderers are to attach certified copy of proof showing that Municipal rates (for the Municipalities where they reside) are up to date.

### TENDERER'S PARTICIPATION IN JOB CREATION USING 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

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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 EPWP as set out in the Requirements of the Expanded Public Works Programme (EPWP) 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.

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:

$$\text{Minimum required content of such local labour (5\%)} \\ = \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{(\text{total value of the project (excluding VAT)})}$$

The minimum required content of such local labour for this project shall be 5 %.

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

#### TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

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.

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled or semi-skilled labourers, 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), including for a minimum allocation of 60% Women, 55% Youth and 2% Disabled:

Local labour comprising unskilled or semi-skilled labourers recruited from the local community	Anticipated number of jobs to be created	Total number of person-day 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)				
Note: Should this percentage not equal or exceed the specified minimum percentage, the tender will be considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.			5 %	
Specified minimum local labour content				5 %

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 (EPWP) 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.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name:

Duly authorized to sign on behalf of:

SIGNATURE: DATE:

(Of person authorised to sign on behalf of the Tenderer)

Failure to complete, sign and date this form shall result in the tender being considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.

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WINNIE MADIKIZELA MANDELA MUNICIPALITY

TENDER No.:

CONSTRUCTION OF SIXHANXENI ACCESS ROAD

**PART C3: SCOPE OF WORKS**

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### C3. SCOPE OF WORK

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#### C3.1 Standard Specifications

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The standard specifications on which this contract is based are Standards South Africa's Standardized Specifications for Civil Engineering Construction SABS 1200.

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

AA 1986 : GENERAL  
AB 1986 : ENGINEER'S OFFICE  
C 1980 : SITE CLEARANCE (As amended 1982)  
D 1988 : EARTHWORKS (As amended 1990)  
DA 1988 : EARTHWORKS (Small Works)  
DB 1989 : EARTHWORKS (Pipe Trenches)  
DK 1984 : GABIONS AND PITCHING  
DM 1981 : EARTHWORKS (ROADS, SUBGRADE)  
GA 1982 : CONCRETE (Small Works)  
LB 1983 : BEDDING (Pipes)  
LE 1982 : STORMWATER DRAINAGE  
M 1996 : ROADS (GENERAL)  
ME 1981 : SUBBASE  
MF 1981 : BASE  
MH 1996 : ASPHALT BASE AND SURFACING  
MK 1983 : KERBING AND CHANNELLING  
MM 1984 : ANCILLARY ROADWORKS  
LG 1983 : PIPE JACKING

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 1921 (2004): Construction and Management Requirements for Works Contracts

- Part 1: General Engineering and Construction Works; and
- Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

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## C3.2 Project Specifications

The project specification is covered in the following sections:

ITEM	DESCRIPTION
STATUS	
PROJECT SPECIFICATION PORTION 1 - GENERAL	
PS-1	Project Description
PS-2	Overview and Details of Contract
PS-3	Description of Site and Access
PS-4	Nature of Ground and Subsoil Conditions
PS-5	Construction and Management Requirements
PS-6	Construction Programme
PS-7	Site Facilities Available
PS-8	Site Facilities Required
PS-9	Existing Services
PS-10	Requirements for Accommodation of Traffic
PS-11	Occupational Health and Safety
PS-12	Adverse Weather Conditions
PS-13	Site Meetings and Reporting
PROJECT SPECIFICATION PORTION 2	
PSA	General
PSD	Earthworks
PSDB	Earthworks (Pipe Trenches)
PSG/PSGA	Concrete (Small Works)
PSLB	Bedding (Pipes)
PSLE	Stormwater Drainage
PARTICULAR SPECIFICATIONS	
PA	Brickwork and Plaster
PB	Carpentry, Joinery and Ironmongery
PC	Painting
PES	Environmental Specification
PE	The Client's Pre-Construction and Health Plan

### STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

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Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

## **PROJECT SPECIFICATION**

### **PORTION 1:**

#### **SABS 1200 PS: GENERAL**

##### **PS-1 PROJECT DESCRIPTION**

- Employer's objectives**

This contract form is for the upgrading to gravel of 5.0 km sixhenxeni access road of Winnie Madikizela Mandela Local Municipality.

The description of the contract contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill of Quantities.

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

Labour-intensive works

Labour-intensive works comprise the activities such as those described in SANS 1921-5, Earthwork's activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

- Overview of the Works**

The section of road in Margate Section 3 suburb, which is to be upgraded is approximately 0.7km in length, included in the entire length is the stormwater drainage facilities in the form of surface and underground drainage structures if necessary.

A layout drawing (Drawing No. T-01) illustrates the overview of the contract.

The roads have been designed as an arterial street (UC) with a moderate level of service. It has been assumed that the road will carry less than 600 vehicles a day.

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The pavement structures are intended to cater for a design life of 5 years and have the structural capacity of an ES3 class pavement (able to safely carry up to 3.0 million E80's). The roads will be constructed according to the pavement design that incorporates a 150mm thick gravel wearing course using G5 material on top of the subbase layer consisting of 150mm thick selected layer of G7 gravel material sitting on a G9 insitu material ripped and recompacted.

- **Extent of the Works**

The work that is to be carried out under the contract is as provided for in the Bill of Quantities, Drawings and project particular specifications. However, if during the course of construction conditions are found to differ from those anticipated, the Engineer reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be dealt with in accordance with the Conditions of Contract 2015.

The work to be undertaken by the Contractor includes, but is not limited to, the following:

**General:**

The following general items will be included in the contract:

- The establishment on site of the Contractor's campsite;
- Provision of offices for the Engineer's site personnel. It is not required to establish a site laboratory for the Engineer's site personnel, as it is envisaged that the acceptance control be undertaken by an established commercial laboratory in Durban. The contractor remains responsible for his production control testing as required per the standard (plus any special) project specifications;
- The supply of plant, labour, tools, equipment and materials necessary to complete the work;
- Setting out of the works;
- Accommodation of traffic and maintaining temporary deviations;
- Clearing and grubbing of the site;
- Landscaping and finishing off of the site on completion of the works.

**Storm water drainage:**

Stormwater Drainage work will include the following:

- Cleaning and effecting repairs to the existing drainage system (including inlet and outlet structures). Provision is made for cleaning by means of hydraulic water jetting;
- Diverting of stormwater flow as necessary to effect construction
- Constructing of drainage structures

**Earthworks and pavement layers:**

The following earthworks will be undertaken under this contract

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- Mass earthworks for the ENTER PROJECT NAME to approximately 5m carriageway width. This includes cut-to-fill, borrow-to-fill, cut-to-spoil, removal of unsuitable material, stockpiling of material, roadbed preparation etc.;
- Ripping and compacting insitu subgrade (G9) to 93% Mod AASHTO
- Importation and construction of G7 subbase layer to 95% Mod AASHTO,
- Construction of a new G5 gravel material wearing course compacted to 98% Mod AASHTO and using new material;
- Curing of the crushed stone base by means of a bituminous membrane
- Earthworks and gravel subbase for shoulders

### **Ancillary works:**

Ancillary works under the contract will include:

- Construction of concrete edge beams at the outer edge of the road;
- Installation of new road signs and refurbishing old road signs;
- Painting of new road markings;
- Installation of traffic calming devices

- **Engineering**

### **Employer's design**

The following design inputs were used to arrive at the design solutions as set out in this contract document:

- The project is situated in a climatic area that can be described as moderate with a Weinert N-value of 2.0. This is the limit defining the boundary between moderate and wet, i.e., N-value of 2.0.
- The conservative estimate for the future traffic loading over a design period of 20 years is estimated at between 0.3 to 3.0 million E80's. Following the TRH4(1996) pavement class system, the upgraded and rehabilitated pavement structures therefore need to comply an ES3 class pavement;
- The road category is Category UC, i.e., a design reliability of 90% was adopted;

In terms of pavement design, the following designs were developed:

- Remove and temporary stockpile the top 150 mm of the existing pavement, as directed (this material is to be used for the fill and selected subgrade, as directed.
- Excavate to the formation level
- Rip insitu material and recompact in 150mm layers the in-situ subgrade material to a minimum density of 93% Modified AASHTO Density.
- Construct the 150mm thick upper selected layers using the stockpiled material or imported material and compact the layer to 95% of modified AASHTO density,
- Import G7 material or better, place, condition and compact 150mm of this subbase layer to a minimum density of 95% of modified AASHTO density
- Construction of a new G5 gravel material wearing course compacted to 98% Mod AASHTO and using new material;

### **Design Brief and procedures**

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Any design required to be carried out by the contractor shall be in accordance with the Standard and Special Specifications applicable to this contract as set out in Section C3.4.

- **Drawings**

Refer to Section C4 of these tender documents

## **PS-2      OVERVIEW AND DETAILS OF CONTRACT**

Refer to PS-1 Item (b) above.

In order to allow competition and opportunities for available surfacing options, black top surfacing may be undertaken through a nominated subcontract as part of this contract. The subcontract may be done through a call for competitive quotations.

Labour Intensive works comprise the activities described in SANS 1921-5, Earthworks Activities which are to be performed by hand, and its associated specification data. Such work shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

## **PS-3      DESCRIPTION OF SITE AND ACCESS**

### **PS-3.1    Access**

Sixhenxeni Access Road are located approximately 25 km due north west of Bizana CBD. Access to the area is via gravel roads.

### **PS-3.2    Limitations**

In arriving at his rates the tenderer/contractors must take note of the following limitations that characterise the site of the roads. These must be taken into account in pricing and during construction of the roads.

- The roads are already operational. Construction activities should allow for continuous access to the users. The successful contractor will take full responsibility for this and is expected to allow for it by construction of the road in half widths and/or by the construction and maintenance of detours.
- The project is urgent and the tenderer/contractor must complete the works as soon as possible. A construction period of **six months** has been allowed. Tenderers will be allowed to tender other competitive periods by indicating so in the section of alternatives and amendments in the returnables.

## **PS-4      NATURE OF GROUND AND SUBSOIL CONDITIONS**

For details of nature of ground and subsoil conditions are provided in Part C.4 of this document.

## **PS-5      CONSTRUCTION AND MANAGEMENT REQUIREMENTS**

### **PS-5.1    General**

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The Contractor is referred to SANS 1921: 2004: Construction and Management Requirements for Works Contracts, Part 1: General Engineering and Construction Works, and Part 2: Accommodation of Traffic on Public Roads. 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.

**PS-5.2      Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 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.

The Engineer's Quality Management System that will be used during Construction in conjunction with the contractor's Quality Assurance System on site is detailed under section, **PARTICULAR SPECIFICATIONS QMS**.

**PS-5.3      Management and disposal of water      (Read with SANS 1921 - 1 : 2004 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.

**PS-5.4      Disposal of spoil or surplus material      (Read with SANS 1921 - 1 : 2004 clause 4.10)**

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas identified by the Engineer. These spoil areas will be within 5km distance from the site. No overhaul will be paid for disposing of unsuitable material in the designated areas within 5km from the site.

**PS-5.5      Testing      (Read with SANS 1921 – 1 : 2004 clause 4.11)**

**PS-5.5.1      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

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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.

**PS-5.5.2 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.

• .....

**PS-5.6 Survey beacons** *(Read with SANS 1921 - 1 : 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless 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.

**PS-5.7 Existing Services** *(Read with SANS 1921 - 1 : 2004 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.

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.

**PS-5.8 Management of the environment** *(Read with SANS 1921 - 1 : 2004 clause 4.19)*

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

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.

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### **PS-5.9      Overhaul**

No payment will be made for overhaul on this contract unless provision is made thereof in specific items.

### **PS-5.10    Security**

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

- .....
- .....

## **PS-6      CONSTRUCTION PROGRAMME**

### **PS-6.1    Preliminary programme**

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Employer intends to award the contract for commencement of construction in July 2017.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

In addition, intermittent disruptions will include for the Engineer's inspections at the following stages:

- Level control inspections and compaction tests after roadbed preparation and/or subgrade earthworks
- Level control inspections and compaction tests after subbase and base construction.

No additional payments, other than through scheduled items, will be made for these stoppages/disruptions/constraints.

Tenderers are to note that design mixes may be required for materials used in the construction of "Asphalt Base and Surfacing". In his programming, the tenderer must make allowance for this. No additional costs will be allowed for this testing except through scheduled items

The completion period of the contract is to be tendered by the tenderer and is expected not to exceed SIX MONTHS.

### **PS-6.2    Programme in terms of Clause 5.6 of the General Conditions of Contract**

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It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract 2015, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.7.3 of the General Conditions of Contract 2015.

## **PS-7 SITE FACILITIES AVAILABLE**

### **PS-7.1 Contractor's camp site and depot** *(Read with SANS 1921 - 1 : 2004 clause 4.14)*

The Contractor will be permitted to locate his offices, storage facilities, workshops, latrines, etc, on a site approved by the Engineer, in liaison with the community and the owners of farms traversed by the contract or any other appointed representatives. Temporary buildings and fencing are to be neat and presentable and the surrounding areas must at all times be kept in a neat, clean and orderly condition. The Contractor must not cut down or damage any trees nor make any excavation without the written permission of the Engineer and will be required to restore the site to its original condition on completion of the Works.

All buildings and latrines shall be in accordance with the Local Authority and State Health regulations and shall be kept in a clean, sanitary condition to the satisfaction of the Engineer.

### **PS-7.2 Accommodation of Employees**

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

The Contractor shall provide the necessary ablution facilities at his camp site 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.

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### **PS 7.3 Source of Water Supply**

The Contractor shall make his own arrangements for the supply of water for construction purposes. The source of water shall be subject to the approval of the Engineer.

Should the contractor's source of water be Alfred Nzo District Municipality, the contractor will be required to ensure that the water account with Alfred Nzo District Municipality is in good standing prior to the issue of completion certificate. The Engineer will withhold any payments until arrears are cleared with Alfred Nzo District Municipality.

### **PS 7.4 Source of Power Supply**

The power supply authority is Eskom. The Contractor will be required to make his own arrangements with, and pay all the requisite connection and consumption charges to Eskom for whatever temporary power supplies he may require for his use on the site and his tender will be held to include for all such costs and charges.

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## PS-8 SITE FACILITIES REQUIRED

### Facilities Required for the Engineer

#### PS 8.1 Temporary/Permanent Offices

The Contractor is to provide a temporary office for use by the Engineer. The offices should be able to accommodate one full time Engineer's Representative and two assistants. A layout of the Engineer's office plan is provided as Drawing J119 – D07, with these documents under Part C5 of these documents.

#### **PSAB 3: The Engineer's offices are to be equipped with the following as a minimum:**

- Distribution board, earth leakage with 2 No. x 15 Amp spare plug points and suitably rated fluorescent lighting and 1 No. dedicated air conditioner plug point equipped with 1 x 12000 btu heating and cooling air conditioner
- Two desks each with lockable drawers
- Two high back swivel chairs
- Two visitor's chairs
- A facility to store/hang drawings
- An electric refrigerator of at least 200 litres capacity

The Contractor should also make arrangements for covered facilities to enable the accommodation of approximately 8-10 people during progress site meetings, to be held fortnightly or monthly.

The facilities are to be provided, to the satisfaction of the Engineer, within 14 days of commencement date. ***The Engineer may withhold certification of the first progress payment until these facilities are provided.***

#### **PSAB 4: Facilities for Engineer – Computer/IT Facilities**

The Contractor shall provide the Engineer's Representative with the following computer equipment to be used solely to generate site administration documents such as Minutes of Site Meetings, Inspection Forms, etc:

- A functional laptop completes with mouse and bag, with at least 500GB Hard Drive, Intel Processor and 2GB RAM, all supplied new. The laptop software to include MS Windows and full MS Office software (Excel, MSWord, MS Power Point,)
- A 3 in 1 (printer/scanner/fax) printer capable of printing black and white copies at the rate of 7 pages per minute to a resolution of 600 x 600 rendered dpi.

The hardware and software will revert to the Contractor on completion of the contract. Perishables such as toners (for the printer) paper for printing, will be paid for separately under a Provisional Sum provided for in the Schedule of Quantities.

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The facilities are to be provided, to the satisfaction of the Engineer, within 14 days of commencement date. The Engineer may withhold certification of the first or any other progress payments until these facilities are provided.

#### **PS 8.2     Laboratory Facilities**

The Contractor will not be required to provide a testing laboratory on site for use by the Engineer.

#### **PS 8.3     Sanitary Facilities**

All latrines shall conform to the requirements of the Local Authority and shall be subject to approval by the Engineer. All sanitary fees and charges due under the Local Authority or State Health Regulations or bylaws shall be paid by the Contractor. Throughout the progress of the contract, all latrines shall be maintained by the Contractor in a clean, sanitary condition to the satisfaction of the Engineer.

#### **PS 8.4     Telephone Facilities**

The Contractor will not be required to provide a telephone for use by the Engineer. The contractor will however be required to cover cellphone costs for the engineer's site staff for airtime valued at R10 000.00 for the duration of the contract. Appropriate items have been provided in the Schedule of Quantities to cover these costs.

#### **PS 8.5     Housing Facilities**

The Contractor will not be required to provide housing facilities for the Engineer's staff. However, the contractor will be required to pay for accommodation for the nominated Engineer's Representative. A provisional sum to cover these costs is provided for in the Schedule of Quantities.

#### **PS 8.6     Parking Facilities**

The Contractor will be required to provide one covered parking for the Engineer.

#### **PS 8.7     Engineer's Transport**

The Contractor will not be required to provide transport for the Engineer's staff.

#### **PS 8.8     Security**

The Contractor will be responsible for providing adequate security for the Works and for the site establishment. All costs associated with the provision of security staff shall be borne by the Contractor and should be allowed for in the rates tendered for items in the Schedule of Quantities. No additional payments will be made for security measures taken during the contract period, other than through the schedule items in the Schedule of Quantities.

#### **PS 8.9     Survey Equipment**

The contractor shall provide the following survey equipment to the Engineer throughout the duration of the contract:

- A dumpy level
- Measuring tape

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- An assistant, when required, to assist the Engineer to operate survey equipment, when provided

### **PS 8.10 Contract staff to assist the Engineer**

The following staff will be recruited by the contractor to assist the Engineer in carrying out his services:

<b>Description of Staff</b>	<b>No. Required</b>	<b>Remarks</b>
Environmental and Occupational Health & Safety Monitoring	One	Provisional sum provided for appointment as directed by the Engineer. Personnel directed by and report to Engineer
Community Liaison Officer	One	

### **PS 9.1 Existing Services**

#### **PS 9.1.1 Care, Damage and Protection**

Known services will be indicated in the tender and contract documents. The Contractor will be responsible for identifying all services with the relevant Service Providers.

The Contractor shall familiarize himself with all services and expose them at the start of the Contract to verify their position and establish their depths.

No additional payment will be made to the Contractor for identifying and locating services. Therefore the Contractor will have to include the costs thereof in the scheduled items in the Schedule of Quantities.

Any information regarding existing services is given in good faith and without guarantee.

#### **PS 9.1.4 Blasting**

No blasting will be permitted within 10 m of any structure, pipeline or service unless the Contractor can satisfy the Engineer that his proposed blasting methods and controls are such that no damage will be caused to the adjoining structure, pipeline or service. In any event the Engineer will require the Contractor to plan and execute each blast in such a manner as to ensure that no damage will be caused to any structure, pipeline or service. In addition, the Engineer will require vibro-recordings to be taken at no additional cost to the Employer. No blasting is to be carried out in Eskom servitudes or wayleaves unless the Eskom authorities have been advised in writing three weeks prior to blasting. Where blasting is done adjacent to Eskom power lines, the Contractor shall arrange for a representative of Eskom to be present prior to and during any blast.

#### **PS 9.1.5 Environmental Aspects**

The Contractor will be required to plan and undertake his work in a manner that minimises its impact on the natural environment. Trees and other vegetation shall, wherever possible, be left undisturbed. Trees that are marked by the Engineer shall not be damaged and in the event of the Contractor doing so, a penalty will be deducted from monies due to the Contractor.

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Every effort shall be made by the Contractor to prevent pollution of the adjacent areas and river and to reduce the noise, dust and fumes emanating from his construction activities.

#### **PS 9.1.6 Dealing with Water**

Where necessary, the Contractor shall construct temporary drainage channels to divert ground water from his excavation and excess water must be pumped out.

No compensation for any variation of the actual conditions during construction from the data given will be considered. Neither will additional compensation be considered for data omitted or inaccurately given.

The rates tendered shall allow for the requirements of this clause and all incidentals.

#### **PS 9.2 Servitudes and Rights of Way**

The Employer will, where necessary, obtain permanent servitudes and rights of way along the road routes indicated on the tender drawings. New servitudes will only be registered after completion of the Works.

#### **PS 9.3 Dealing with Damaged Services**

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instruction and shall report the occurrence of the incident. The damage is to be repaired as soon as possible to the approval of the Engineer and the authority. The Contractor will be held responsible for paying all costs incurred by the authority or himself as a result of each such incident, where relevant.

#### **PS 9.4 Accommodation of Traffic**

The Contractor shall ensure the safe and expeditious passage of traffic at all times and shall provide all necessary temporary road traffic signs, barricades, flagmen, etc to safeguard the travelling public. Any detours or bypasses constructed by the Contractor shall be adequately signposted, as per the South African Road Traffic Signs Manual, and maintained in such a manner as to provide safe and easy passage of traffic.

#### **PS 9.5 Spoil Material**

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled, levelled and spread in designated areas as directed by the Engineer. All haul will be regarded as freehaul.

#### **PS 9.6 Finishing and Tidying and Defects Liability Period**

On no account must rubble and spoil materials, other materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of other Contractors or Authorities.

Finishing and tidying must not simply be left until the end of the construction period. The Contractor will be entitled, subject to prior agreement with the Engineer and within reasonable limits, to request that work in a particular area and/or work of a particular discipline, be inspected for partial completion. The specified defects liability period in

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respect of any specific section of the Works shall commence on the date on which the relevant section is accepted by the Engineer as being completed, i.e. fully commissioned, including finishing and tidying.

On completion of the Contract the Contractor shall ensure that all materials used in the construction of the temporary Site office, workshop and storage yard are removed from Site. Waste materials such as construction debris and soil contaminated with oil and fuel are to be disposed of at the solid waste disposal site used approved by the Engineer. Prior to the handover of the Site to the Employer, the Contractor and the Engineer will conduct a post construction audit to determine if any additional measures that are to be taken. The Completion Certificate will only be issued after this stage.

#### **PS 9.7 Employee Accommodation**

Refer to Subclause 3.2.1 of Section A of Part 2 and Subclause 1.2.1 of Section A of Part 3 of SABS 0120.

The Contractor shall conform in all respects with the provisions of any Act, Regulations or By-Law of the WINNIE MADIKIZELA MADELA Municipality, which may be applicable to employee accommodation. Save for a security guard on active duty, no employees may be housed on Site or the Contractor's campsite after normal working hours.

#### **PS 9.8 Employment of Local Labour**

The Employer has determined that 100% of the Contractor's unskilled labour force shall be made up from the local community. A labour sub-committee (of a Project Steering Committee) comprising representatives of the community and other stakeholders will be responsible for the recruitment of all local labour. The Contractor will be required to provide details of the numbers of semi-skilled and unskilled workers he will require, together with their anticipated starting dates. The PSC through its labour sub-committee will then make this labour available to the Contractor.

A minimum of 50% of the local labour shall comprise of women and, where appropriate, disabled labour shall be employed. It is a requirement that tenderers acquaint themselves fully with requirements for registration with Unemployment Insurance Fund.

The Employer requires that the successful contractor registers all labour with the Unemployment Insurance Fund. The local labour rate has been determined at R252 per day per labourer (based on a 9 hour working day at R28/hour) or R252.00 per task. The task for excavation by hand has been agreed at 2,4 m<sup>3</sup>/day (e.g. 0,76 m x 1,0 m x 3,15 m).

During project execution, the successful contractor will be required to provide progress reports indicating to what level these requirements have been met.

#### **PS 9.9 Frequency of Labour Wages Payments**

The contractor will be required to pay labour on a fortnightly/monthly basis

#### **PS 9.10 Training and Capacity Building**

During project execution, it is the desire of the Employer that an identified number of community members receive appropriate level of non accredited training in either pipelaying activities or construction management activities. Within 14 days of appointment, the successful contractor will be required to provide, together with his

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method statement, a proposal for consideration by the Project Steering Committee for activities in which the community members can receive training. This proposal will be considered by the Project Steering Committee after which the Contractor will be given an instruction on the training to provide. Training will be provided to local labour that is already in the employ of the contractors as per clause PS 9.8. It must be noted that the Contractor will be required to pay the labour based on their daily rates indicated in PS 9.8.

The contractor will be required to provide a training diary and report indicating the following to be updated monthly:

- Details of persons receiving training
- What areas there have been trained in
- Performance of the trainees
- Further training still to be done

Should the contractor fail to provide this training, the Employer reserves the right to seek training from alternative sources. In that case, the cost of the training sought will be deductible from any monies due to the contractor.

#### **PS 9.11 PORTION OF WORK CONSTRUCTED USING LABOUR INTENSIVE METHODS**

The WINNIE MADIKIZELA MADELA Municipality intends to use all construction contracts as a tool for creating employment opportunities for the local communities. It is therefore imperative that, as far as possible, work is done using the labour pool recruited in accordance PS9.9. As a minimum, the following activities are to be undertaken using labour intensive methods:

- Clearing and grubbing
- Removal of trees/hedges/fences
- Excavation of pipe trenches
- Construction of gabions
- Construction of concrete lined side drains
- Construction of kerbing and channelling
- Road Marking
- Headwalls and other drainage structures
- 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;

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- 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 layerworks 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 roadsigns;
- Dismantling / erection of roadsigns;
- Spreading of topsoil;
- Planting of grass cuttings, grass sodding and hand sowing of grass seeds; and
- Cleaning and tidying up of the Site

## **PS-10 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC**

### **PS-10.1 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.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: 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.

### **PS-10.2 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.

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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.

#### **PS-10.3 Traffic Safety Officer**

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be as set out in SANS 1921 Part 2 and shall also be in compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003.

#### **PS-10.4 Payment**

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

Items that may be considered for payment are specified in SABS 1200 Standardized Specifications and the related project specification

### **PS-11 OCCUPATIONAL HEALTH AND SAFETY (Read with SANS 1921 - 1: 2004 clause 4.14)**

#### **PS-11.1 General statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act by executing the Agreement form C1.2.4 included in Section C1: Agreements and Contract Data.

#### **PS-11.2 Health and Safety Specifications and Plans to be submitted at tender stage**

##### **(a) Employer's Health and Safety Specification**

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

##### **(b) Tenderer's Health and Safety Plan**

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The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

#### **PS-11.3 Cost of compliance with the OHSA Construction Regulations**

- The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.
- Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

#### **PS-12 ADVERSE WEATHER CONDITIONS**

- ....

In terms of Clause 5.12 of the General Conditions of Contract 2015, extension of time will be considered for **abnormal rainfall**. The numbers of days per month on which work is expected not to be possible as a result of **normal rainfall**, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in Table PS-12.1 hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table PS-12.1, will qualify for consideration of extension of time.

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

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- ....
- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table PS-12.1, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil."

**TABLE PS-12.1: Expected Number of Working Days Lost Per Month Due to Normal Rainfall**

MONTH	Expected number of working days lost as result of normal rainfall
January	5
February	5
March	4
April	1
May	1
June	1
July	1
August	2
September	3
October	4
November	0
December	5
<b>TOTAL</b>	<b>32 days</b>

*(The figures in Table PS-12.1 are based on information obtained from the Weather Bureau, Department of Environment Affairs, Durban. The average monthly rainfall figures quoted, are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of working days lost for December and January allows for the builders' holidays from 13 December to 6 January.)*

### **PS-13 SITE MEETINGS AND REPORTING**

The Contractor will be required to attend site meetings organised by the Engineer. In these meetings he (the Contractor) will be required to provide progress reports and other

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reports to monitor the outputs of the contractor, as may be required from time to time, to be presented in a format prescribed by the Engineer. The frequency of such meetings will be monthly, as a minimum. However the frequency can be reviewed, depending on the progress of the contract.

The Employer will be present at such meetings.

## **PROJECT SPECIFICATION: - PORTION 2**

### **AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS**

#### **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.

## **PROJECT SPECIFICATION: - PORTION 2**

### **SABS 1200 PSA: GENERAL**

#### **PSA-3 MATERIALS**

##### **PSA-3.1 Quality**

Where there is a standardization mark programme for any material, all such material supplied shall bear the official standardization mark.

Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Engineer prior to any such materials or equipment being built into the works and all costs involved in testing shall be deemed to be included in the rates tendered.

##### **PSA-3.3 Applicable Standards for Cement (Additional Subclause)**

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466, referred to in clause 3.3, have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

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**PSA-4. PLANT****PSA-4.2 Contractor's Office, Stores and Services**

The Contractor's camp shall be kept neat and clean at all times and all surplus or rejected material shall be removed from the site.

**PSA-5 CONSTRUCTION****PSA 5.1 Survey****1. PS A 5.1.1 Setting Out of The Works**

Substitute the first sentence in A 5.1.1 with the following:

"Setting out of the works is the sole responsibility of the Contractor and shall be done from survey beacons identified by the Engineer. The Contractor shall, within two (2) weeks after the site has been handed over to him, confirm himself that the survey beacons are correct. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor. A grid of final terrace levels over the site of the works will be issued to the Contractor at the commencement of the contract and it is the Contractors responsibility to preserve all setting out pegs based on this information as given for the duration of the contract."

**2. PS A 5.4.....Protection of Overhead and Underground Services**

Add the following paragraph:

" The Contractor shall as soon as possible after handing over of the site, commence with the detection to existing services, continue with it without interruption, and finalise it at least 7 days before excavation starts at that particular section."

**PSA-5.8 Ground and access to works**

Add the following:

On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor's expense".

**PSA-5.9 Accommodation of Traffic (additional subclause)**

Where construction work has to be carried out on or near public roads, the Contractor shall deal with traffic as specified in SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor is also referred to Project Specification PS-9.

**PSA-8. MEASUREMENT AND PAYMENT****PSA-8.3 Scheduled fixed-charge and value-related items**

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PSA-8.3.2 Establishment of Facilities on the Site

PSA-8.3.2.1 Facilities for the Engineer

Add the following additional sub-items:

(d) Carports (state number) Unit : Sum

The tendered rate shall cover all costs as specified in Subclause 8.3.2.3 of SABS 1200 A (and 5.5 of SABS 1200 AB to provide these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2 .... if applicable).

PSA-8.3.2.2 Facilities for Contractor

For this contract the facilities for the Contractor will not be measured and paid for separately as itemised in Subclause 8.3.2.2. The subitems (a) to (j) will be consolidated into one item and payment under item PSA-8.3.2.2 shall be deemed to cover all these subitems.

**PSA-8.4 Scheduled time-related items**

PSA-8.4.2 Operation and maintenance of Facilities on Site

PSA-8.4.2.1 Facilities for Engineer

Add the following additional subitems:

(e) Carports .....	Unit	:
Sum		
(f) Survey instruments .....	Unit	:
Sum		

The rates tendered shall cover all costs as specified in Subclause 8.4.2.3 of SABS 1200 A and 5.5 of SABS 1200 AB to operate and maintain these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2.

PSA-8.4.2.2 Facilities for Contractor

Consolidate subitems (a) to (j) of Clause 8.4.2.2 into one item as in PSA-8.3.2.2. Payment under PSA-8.4.2.2 shall be deemed to cover subitems (a) to (j).

**PROJECT SPECIFICATION: PORTION 2**

**SABS 1200 PSD: EARTHWORKS**

**PSD EARTHWORKS**

*The Contractor is referred to SANS 1921 - 5: Earthwork's activities which are to be performed by hand*

**PSD-3 MATERIALS**

**PSD-3.1 Classification for excavation purposes**

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### PSD-3.1.2 Classes of excavation

The classes of excavation in clause 3.1.2 shall in general apply to all excavations where use is made of conventional methods and plant and equipment.

Where labour-intensive methods applicable to targeted labour are specified, soft excavations shall be defined as follows:

#### "PSD-3.1.2(a) Soft excavation

Soft excavation for labour-intensive work where excavations are to be carried out by hand methods, shall be excavation in material that can be efficiently removed and loaded with picks, shovels and other hand tools by an average able-bodied person or group of persons. Soft excavation shall include small boulders that can be removed by hand methods.

Soft excavation can be further broken down by introduction of an additional class such as "Soft Excavation Class A", which is excavation defined as soft, but which can only be excavated with difficulty.

The criteria for classifying Soft Excavation Class A shall be as follows:

Granular material: - dense material with high resistance to penetration by the point of a geological pick; several blows are required for removal of material; 7 to 15 blows of the dynamic cone penetrometer are required to penetrate 100 mm; and

Cohesive materials - stiff to very stiff material requiring 6 to 8 blows of the dynamic cone penetrometer to penetrate 100 mm, where:

"stiff" material can be indented by thumbnail; slight indentation produced by pushing a geological pick point into the soil; cannot be moulded by fingers; and where:

"Very stiff" material can be indented by thumbnail with difficulty; slight penetration of point produced by blow of geological pick.

Where soft excavation class A material is encountered, it shall be measured and paid for as an extra over soft excavation.

## PSD-5 CONSTRUCTION

### PSD-5.1 Precautions

#### PSD-5.1.1 Safety

##### PSD-5.1.2 Safeguarding of excavations

- ***Add the following subparagraph:***

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“(g) The Contractor or his agent or his representative shall **not** require or allow any person to work under unsupported overhanging material or in an excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported or braced if there is a danger of the overhanging material or the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.”

PSD-5.2.2.1 Excavations for general earthworks and for structures

• ***Add the following additional subparagraph:***

“(f) The Contractor shall so plan his cut-to-fill operations that all excavated material is used in the manner that is most appropriate.

• .... The Contractor shall conserve all suitable surplus material and he shall not borrow, spoil or waste any material unnecessarily. If excavated material designated for a particular purpose become contaminated, is incorrectly used or becomes unavailable through injudicious planning of excavation operations, the Contractor shall replace the contaminated material and make good any shortfall with material of quality at least equal to that of the said selected material.

• .... Where selection of excavated material is required, the method of excavation shall be so arranged as to avoid double handling. Wherever possible excavated material shall be placed in its final position without being stockpiled. If stockpiling is unavoidable, materials intended for different uses shall be stockpiled separately

• .....

**PROJECT SPECIFICATION: PORTION 2**  
**SABS 1200 PSDB: EARTHWORKS (PIPE TRENCHES)**

**PSDB-5 CONSTRUCTION**

**PSDB- 5.1 Precautions**

PSDB-5.1.5 Trench Excavations (additional subclause)

The precautions for excavations as specified in Clause 5.1.1 of Section 1200 D, 1200 DA, and the relevant clauses in PSD and PSDA, shall also apply to all trench excavations.

The Contractor shall take all the steps necessary to ensure that no person is required or allowed to work in a trench or any other unsupported overhanging excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported, shored or braced if there is any danger whatsoever of the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.

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**PROJECT SPECIFICATION: PORTION 2**  
**SABS 1200 GA: CONCRETE (SMALL WORKS)**

**PSG/PSGA-3**      **MATERIALS**

**PSG/PSGA-3.2**      **Cement**

**PSG/PSGA-3.2. 1** Applicable specification

The standard cement specifications SABS 471, SABS 626, SABS 831, SABS 1466 and SABS 1491, have been withdrawn and are replaced by SANS 50197-1: Common cements, and SANS 50413-1: Masonry cement. These specifications will be applicable to this contract and the descriptions and types of cements, where specified, will be based on the designations as defined in these specifications.

**PSG/PSGA-5.4.1.4**      Prescribed mix concrete

Add the following:

“The structural concrete in this contract shall comply with the following specification.

- The minimum 28-day strength shall be as specified in drawings
- The maximum water/cement ration shall be 0.42
- The minimum cement content shall be 400 kg/m<sup>3</sup>
- The cement used must be extended with a minimum of 30% Fly Ash or 50% GGBS

A detailed mix design by an approved concrete testing laboratory before any concrete is poured in the works and provision shall be made by the contractor for the cost of the design in his rates.

**PSG/PSGA-8**      **MEASUREMENT AND PAYMENT**

**PSG/PSGA-8.1**      **Measurement and Rates**

**PSG/PSGA-8.1.2**      Reinforcement

Replace subclause 8.1.2.2 with the following:

“Mild steel and high tensile steel will be measured by mass for the diameters or range of diameters as scheduled.”

Welded mesh will be scheduled separately for each type and mass per square metre of mesh.”

Replace subclause 8.1.2.3 with the following:

“PSGA-8.1.2.3 The unit rate for steel bars shall cover the cost of supply, cutting, bending, placing in position, and fixing of the reinforcing and supporting steel scheduled.

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The rate shall also include the provision of all spacer devices and binding wire, as well as the cost of tests in terms of SANS 920."

"The unit rate for welded mesh shall cover the supply, cutting and placing of mesh, as well as the cost of all waste due to laps."

**PROJECT SPECIFICATION: PORTION 2**  
**SABS 1200 LB: BEDDING (PIPES)**

**3.**

**4. PS LB 3.3 BEDDING**

Add the following to LB 3.3:

All pipes shall be classified as rigid pipes and shall be laid on a Class C bedding except sub soil drainage, which shall be classified as flexible pipes.

**5. LB 5 CONSTRUCTION**

**6. LB 5.1 General**

**7. PS LB 5.1.4** ..... Compacting

Substitute "90 % of mod AASHTO" in LB 5.1.4 with "93 % of mod AASHTO (100 % for sand)".

**8. LB 8 MEASUREMENT AND PAYMENT**

**9. LB 8.2 Scheduled Items**

**10. PS LB 8.2.2.4** ..... From stockpile (provisional)

a) Selected granular material ..... Unit : m<sup>3</sup>

b) Selected fill material ..... Unit : m<sup>3</sup>

The rate shall cover the cost of obtaining, handling and transport regardless the distance, of the required bedding material from the stockpile, the delivery thereof at positions that are spaced along the trench in such a way as suits the working method of the Contractor, as well as the removal of material displaced by this importation within the free-haul distance.

**PROJECT SPECIFICATION: PORTION 2**  
**SABS 1200 LE: STORMWATER DRAINAGE**

**11. LE 3 MATERIALS**

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**12. PS LE 3.1.1 .....** **Material for Subsoil Drainage**

**13. PS LE 3.1.1.1 .....** **Pipes**

Pipes for subsoil drainage shall be uPVC pipes complying with the requirements of SABS 791, but shall be perforated or slotted.

The size of perforations in perforated pipes shall in all cases be 8 mm in diameter  $\pm 1,5$  mm and the number of perforations per metre shall be not less than 26 for 110 mm pipes and 52 for 160 mm pipes. Perforations shall be spaced in two rows for 110 mm pipes and in three rows for 160 mm pipes.

Slotted pipes shall have a slot width of 8 mm  $\pm 1,5$  mm. The arrangement of slots shall be subject to the Engineer's approval, but the total slot area shall be not less than that presented for perforations.

Pipes without slots or perforations required for conveying ground water from the subsoil drainage proper to the point of discharge, shall be uPVC pipes as specified above.

**14. PS LE 3.1.1.2 .....** **Crushed-stone**

Crushed-stone in subsoil drains shall be 19 mm single-sized stone complying with the grading requirements of stone for concrete in SABS 1083.

15.

**16. PS LE 3.1.1.3 .....** **Geotextile Blanket**

The geotextile blanket around subsoil drains shall comply with the requirements of PS DK 3.1.4 in all respects.

**17. PS LE 3.1.1.4 .....** **Sand**

Sand obtained from approved commercial sources shall be clean, hard and durable and shall comply with the following grading requirements:

- D15: 0,2 mm to 0,4 mm
- D85: 1,2 mm to 4,7 mm

**18. LE 5 CONSTRUCTIONS**

**19. LE 5.1 Trench Bottom**

**20. PS LE 5.1.3 .....** **Unsuitable Founding Conditions**

Substitute "90 % of MAASHTO maximum density" in LE 5.1.3 with "90 % of MAASHTO maximum density (100 % for sand)".

21.

**22. LE 5.2 BEDDING AND LAYING**

PS LE 8.2.14 Supply and Install Subsurface Drains According to Drawings ..... **Unit: m**

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The length shall be measured on the centre line of the completed subsurface drain.

The rate shall cover the cost of supplying, transporting, off-loading and installing all materials as well as for cutting, wasting, overlapping and installing of the materials where applicable.

## **PARTICULAR SPECIFICATION PA**

### **BRICKWORK AND PLASTER**

#### **PA1 SCOPE**

**PA1.1** This specification covers the general requirements for buildings and other masonry structures, including plastering.

#### **PA2 INTERPRETATION**

##### **PA2.1 Other relevant Standards/Specification**

This specification should be read together with SABS 1200 AA.

##### **PA2.2 Applicable Edition of Standards**

Each standard specification referred to in this specification shall be deemed to be the latest edition, applicable on the tender closing date.

##### **PA2.3 Definitions and Symbols**

For purposes of this specification, the definitions and symbols given in the National Building Regulations and Building Standards Act, 1977 (referred to further on in these specifications as "Building Act"), where applicable, shall apply. (Definitions: pages 5 to 14, Symbols: page 23.)

#### **PA3 MATERIALS**

##### **PA3.1 Cement**

Cement shall conform to the requirements of SABS 471.

##### **PA3.2 Lime**

Lime shall be of approved manufacture, well burnt and of uniform quality conforming with SABS 523.

##### **PA3.3 Sand**

Sand to be used for mortar and plaster shall comply with the requirements of SABS 1090.

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**PA3.4 Clay Bricks**

Clay bricks must conform to SABS 227. A sample of bricks to be used for construction must be given to Engineer for approval before construction bricks are delivered to site.

The contractor will be required to carry out necessary tests and provide certificates for compliance of the bricks with SABS 227. The cost of these tests will be deemed part of the scheduled rates and no additional payment will be made therefor.

Best quality engineering bricks shall be used for all foundation and concealed situations.

**PA3.5 Damp-Proofing**

Material used as a damp-proof course shall conform to the requirements contained either in SABS 248 or in SABS 952. Type FV fibre-felt sheets or Type C polyethylene sheets shall be supplied under the contract.

**PA3.6 Fibre Cement Sheets**

Fibre cement flat sheets, minimum 15 mm thick, shall comply with the requirements of SABS 685.

**PA3.7 Storage****PS3.7.1 Cement and Lime**

Cement and lime stored on the site shall be properly protected against moisture to the satisfaction of the engineer.

**PA4 CONSTRUCTION****PA4.1 Brickwork**

Brickwork shall be well and regularly bonded, with no false headers and none but whole bricks except where legitimately required as closers. All bricks must be thoroughly dampened before laying and each brick is to be laid with full joints and pressed into its bed so as to squeeze out superfluous mortar and give a finished joint not exceeding 8 mm thick in the case of the face work or 13 mm thick in the case of plastered walls or work not exposed to view. All joints, both horizontal and vertical, notwithstanding any grade custom to the contrary, are to be filled solid with mortar for their full width and depth, each course being flushed with mortar, worked well down into all vertical joints before the succeeding course is laid. Horizontal joints and vertical joints of face work shall be pointed flush in manholes and catchpits, but shall be pointed and finished with a tooled recessed joint elsewhere. Plastered walls shall have the joints raked out to a depth not less than 13 mm and not more than 20 mm, and subsequently refilled with mortar of the same proportions as the original bedding mortar. In no circumstances may joints to be so formed as to expose any perforation in the units.

Wire ties, where required, shall be stainless steel and are to be installed at 5 per square metre.

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**PA4.2 Mortar**

The mix proportions for the mortar are given below:

Portland cement	50 kg
Lime	0-40 l
Sand*	200 l max.

\* Measured loose and damp

**PA4.3 Plastering**

Plaster shall be of the same proportions as the bedding mortar. Any other plaster mixes will be subject to the approval of the Engineer.

**PA4.4 Damp-proof Courses**

The areas to be covered by damp-proof courses are indicated on the drawings. Damp-proof shall be laid on a surface which shall not contain any sharp objects which may perforate the membrane. The full width of the wall and the whole area under the floor is to be covered by the membrane and shall overlap by not less than 100 mm under the floor, and by not less than 150 mm under the wall. All joints shall be effectively sealed. Where shown on the drawing, the damp-proof course is to be stepped up one course of brickwork in the inner skin. Proper returns are to be made at all doorframes.

**PA4.5 Window Sills**

Windowsills shall be formed as shown on the drawings and as hereafter described:

Damp-proof sheeting shall be provided one brick course below the sill and shall be turned upwards and terminate behind the window frame to provide an efficient weather-tight seal.

All external sills and some internal sills, where shown, shall be formed in quarry tiles and other internal sills where shown are to be of fibre cement sheet minimum thickness 15 mm to SABS 685 with approximately 20 mm projection beyond the finished face of the walls.

External sills shall be laid to a 20° weathered slope while internal sills shall be laid horizontal.

All tiles shall be bedded in 3:1 cement mortar and neatly pointed.

**PA4.6 Lintels with Brickwork Reinforcement**

Lintels over doors, windows and openings, where ordered by the Engineer, shall be reinforced with four layers of BRC brickforce, or approved equal. The latter reinforcement shall extend a minimum of 450 mm beyond any opening. All joints in the six courses of brickwork above the opening shall be fully flushed with cement mortar. Shoring to soffits of lintels shall be left in position for at least 14 days after building the lintel and the brickwork shall be kept damp with wet bags for the whole of this period.

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<b>PA4.7</b>	<b>Wall Vents</b>
	Ventilator openings shall be formed through walls where indicated and shall be provided with double brick terracotta louvered air bricks (fitted with plastic insect screens) both externally and internally (where scheduled) set flush into the work and neatly pointed. Internal wall vents are to be of an approved plaster of Paris type where scheduled.
<b>PA4.8</b>	<b>Building in Frames, etc</b>
	Door and window frames are to be set up, built into position, bedded and pointed in cement mortar, with any necessary cutting to brickwork, fitting and making good, as the brickwork is built up. In the case of doorframes, wrought iron right angled cramps are to be fixed to doorframes and built into brickwork at every eighth course.
	Where pipes, frames, brackets or other such parts pass through or have to be set into brickwork, the bricks shall be carefully cut and fitted to maintain regularity of courses and uniformity of joints, the shaped bricks being embedded and pointed to conform with the surrounding brickwork. Where such parts have to be set into position after brickwork is built, holes shall be left wherever possible, in preference to cutting out bricks, and the work shall be subsequently made good in the manner described.
<b>PA4.9</b>	<b>Floor Finishes</b>
<b>PA4.9.1</b>	<b>Granolithic Floor Screed</b>
	Granolithic shall consist of one part cement, one part sand and two parts 5 mm stone chips and oxide where required, thoroughly mixed as for concrete and placed in a layer not less than 20 mm thick, levelled or graded and trowelled to a smooth uniform surface. To ensure proper bond, the concrete surface to be covered shall be clean, roughened by chipping, flushed with water and coated with cement grout just before placing of the granolithic layer. Granolithic finish is to be steel floated with V joints in squares of 1,20 m to 1,80 m, the joints extending for the full depth of the granolithic. Joints are not required in the granolithic screed where it is to be overlaid by tiles or carpeting.
<b>PA4.10</b>	<b>Chasing Walls</b>
	Where indicated by the electrical contractor, the construction contractor shall chase brickwork and concrete work to accommodate electrical conduit - such chasing shall precede plastering or rendering and on no account shall plastering or rendering be commenced until the electrical tubing has been installed. No horizontal or diagonal chases shall be permitted.
	Elsewhere, electrical conduit shall either be cast into concrete or shall be run on the surface afterwards as may be directed by the Engineer.
<b>PA4.11</b>	<b>Weather</b>
	In any period of interruption caused by inclement weather, and at the completion of each day's bricklaying, freshly laid brickwork should be protected.

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## PARTICULAR SPECIFICATION PB

### CARPENTRY, JOINERY AND IRONMONGERY WORK

**PB1 SCOPE**

**PB1.1** This specification covers the general requirements for carpentry, joinery and ironmongery work for civil engineering projects and the methods by which the finished work is to be measured for the purpose of payment.

**PB2 INTERPRETATION****PB2.1 Other Standards/Specification**

This specification is to be read with SABS 1200 AA .

**PB2.2 Applicable Edition of Standards**

Each standard specification referred to in this specification shall be deemed to be the latest edition, at the closing date of tenders for this contract.

**PB3 MATERIALS****PB3.1 Timber**

Roof timber forming a permanent part of the work shall conform to the requirements of the relevant standard specifications SABS 563, SABS 653, SABS 876, SABS 1089 or SABS 1245.

All timber other than that used for temporary works or shuttering shall be treated as specified in SABS 1288 and SABS 05, and allowed to dry thoroughly before being used.

**PB3.2 Fibre Cement Sheets**

Fibre cement flat and corrugated sheets shall comply with the requirements of SABS 685. The flat sheets shall be minimum 15 mm thick.

**PB3.3 Hardware**

Locks, hinges and other hardware shall be provided to doors; all ironmongery and fixings shall be chromium plated on brass except where otherwise specified.

**PB3.3.1 Hinges**

Hardwood doors in hardwood frames are to be provided with brass butt hinges as scheduled with three hinges per leaf.

**PB3.3.2 Door Locks and Furniture**

External door to be fitted with a night latch (to be supplied by the Employer) and a Henderson No 463-bow handle, secured with brass bolts passing through the door with nuts on the inside.

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**PB3.3.3 Cabin Hooks**

One 200 mm brass cabin hook complete with eyes to be fitted to each door including for hardwood block plugged to walls or post as scheduled.

**PB4 MEASUREMENT AND PAYMENT**

**PB4.1** The work will be measured and paid for in accordance with the units and rates scheduled.

**PB4.2** The tendered rates for doors are to include for the manufacture, fitting hanging and protective painting thereof.

**PB4.3** The tendered rates for ironmongery shall include for the supplying and fitting complete with non-corrosive screws and/or bolts.

**PARTICULAR SPECIFICATION PC**

**PAINTING**

**PC1 SCOPE**

**PC1.1** This specification covers the general requirements for painting, including methods of preparation of materials to be painted, cleaning, priming, undercoating and finishing, and also methods by which the finished work will be measured and paid for.

**PC2 INTERPRETATION**

**PC2.1 Supporting Specification**

This specification must be read together with SABS 1200 AA

**PC2.2 Applicable Edition of Standards**

Each standard specification referred to in this specification shall be deemed to be the latest edition at the tender closing date.

**PC3 MATERIALS**

**PC3.1 Emulsion Paints for Exterior Use**

Emulsion paints for exterior use shall comply with SABS 634.

**PC3.2 Calcium Plumbate Primer**

Calcium plumbate primer shall comply with SABS 912.

**PC3.3 Undercoats for Paints**

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Undercoats for air-drying protective and decorative paints shall comply with SABS 681.

**PC3.4      Structural Steel Paints**

Structural steel paints shall comply with SABS 684.

**PC3.5      Colours of Paints**

Specification for colours of paints shall comply with CKS 279.

**PARTICULAR SPECIFICATION: PES**

**ENVIRONMENTAL MANAGEMENT SPECIFICATION**

**PS EMP      ENVIRONMENTAL MANAGEMENT PLAN**

The environmental management specification applicable to this contract is included in section 6 of these documents.

The Environmental Management Specification must be adhered during construction. The Engineer will notify the Contractor of a breach of specification and supply a time period within which remedial action will need to be carried out. Should the time period elapse then the penalty will be imposed and the sum deducted from the following month's certificate.

At the time of tender the Contractor shall nominate two people who will be responsible for ensuring that the Contractor's team and sub-contractors comply with the environmental management requirements of this contract. While the positions are only part time, these staff members will be called upon from time to time to deal with any events that are not in compliance with the specifications.

**PARTICULAR SPECIFICATION PE**

**THE CLIENT'S PRE-CONSTRUCTION AND HEALTH PLAN**

**PE1.      INTRODUCTION**

**PE1.1      Purpose and Scope**

This document describes the procedure upon which the COMPANY shall comply with the requirements set out in the client's Health and Safety Specification.

This document defines the Management System that is implemented by the COMPANY for the management of Health and Safety on the project, which includes ensuring subcontractor compliance with the same standards.

The aim of this document is to present the safety aspects that will be controlled and managed on the project.

**(a)      Reference Documents**

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- Occupational Health and Safety Act, (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act.
- Client Health and Safety Specification.
- Construction Regulations 2003.
- The Construction Kit. (CD)

## **PE1.2 Definitions**

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:

**Construction / Building Work** (as defined by the Occupational Health and Safety Act: Construction Regulations 2003):

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.

### **Hazard Identification and Risk Assessment and Risk Control (HRA)**

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.

### **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 Engineer and/or client.

### **The Act**

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT N°. 85 of 1993) and Regulations promulgated there under. (OHSA)

### **Hazard**

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Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

**Risk**

Means the probability or likelihood that a hazard can result in injury or damage.

**Contractor's Responsible Person (S)**

Means any person appointed in writing by the Contractor to supervise construction or building work. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

**Hazardous Chemical Substance (HCS)**

Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

**Construction Plant (TEM)**

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

**Contractor**

Means "subcontractor".

**Health and Safety Program**

Encompasses the The COMPANY safety planning spreadsheet.

**Health and Safety Plan (HSP)**

The content of this document which will be made available on site for inspection by an inspector, Technical Officer, Agent, subcontractor, employee, registered employee organisation, health and safety representative, or member of the health and safety committee.

**Health and Safety File**

Describes the safety file holding all records on health and safety for the project, which shall be available at all, times for evaluation, and copy of which will be forwarded to the client upon completion of the project.

**PE1.3      Responsibilities**

- Notification of Intention to Commence Construction Work

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The Provincial Director of the Department of Labour shall be notified by the appointed safety consultant to the COMPANY, immediately upon receipt of the Letter of Acceptance of project commencement 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.

A copy of the notification letter to the Provincial Director shall be forwarded to client for their records and shall be made available to an Inspector, Project Engineer or employee.

- Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contracts Manager and Site Agent shall ensure copies of all the appointment letters of the responsible persons appointed on site will be made available to the client and that all legal appointments shall be conducted in accordance with the requirements set out in the **OHSA** and Client specifications.

The above shall also be imposed upon all subcontractors.

- Safety Officer Appointment

A part-time Health and Safety consultant shall be appointed upon commencement of the project.

The safety officers shall be tasked with monthly inspections of the site, the results of which shall be forwarded to the client or his appointed representative.

- Risk Assessment Competent Person

The Project Manager shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site. A copy of the risk assessment appointment is attached with duties and responsibilities defined. **(Annexure E)**

- Competency for Contractor's Responsible Persons

The Project Manager acknowledges that all management personnel (responsible for health and safety) shall undergo a half-day Health and Safety Management Course, which is to be arranged and conducted by the appointed safety consultant prior to commencement of activities on site.

- Health and Safety Representatives

At least one (1) Health and Safety Representative shall be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. This will include areas where less than fifty (50) employees are engaged in activity. Employees elected shall be designated in writing for a specific area and period of time.

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The designated persons shall conduct monthly inspections within their area of responsibility, the records shall be kept for auditing and that deviations recorded are reported to the responsible supervisor within the designated persons area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the Health and Safety Committee Meetings.

#### **PE1.4 Objectives And Targets**

- Compliance with the COMPANY Health and Safety Policy.
- Everyone is responsible for organising accident prevention at his or her own level on site.
- Safety training is important.
- Prevention.
- Working safely ensures your job.
- The COMPANY management commits itself to the objectives and targets.
- Disabling Injury Frequency Rate (DIFR) of 2.0 or less.
- 90% compliance on monthly Health and Safety Audits.
- Compliance with the legal requirements set out in the Occupational Health and Safety Act, Act 85 of 1993, (OHSA) and Regulations.
- Compliance with the Client's Safety Specification for Construction.

#### **PE1.5 Planning And Procedure**

The procedures to be used for the project are to be in accordance with the Safety Manual in use in the COMPANY under the guidance of the appointed safety consultant.

The sub-headings covered under the Safety Manual are as follows:

- Administration
- Appointments
- Safety Committees
- Registers, checklists and permits
- Incident Management
- Emergency Planning
- Contractors
- Risk Assessments
- Audits
- Hazardous substance control
- Training
- Mining Requirements
- Roads Requirements
- Planning

#### **PE 1.6 Implementation Of The Occupational Health And Safety Specification**

The COMPANY is committed to implementing client specific safety specification on the project and is committed see that this forms an integral part of the project. It is our intention to make this specification part of other Contractors and Suppliers operating procedures.

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## PE1.7 Application of the Health and Safety Specification

- **Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)**

The letter of good standing will be available on site for reference purposes as proof of good standing.

The COMPANY shall ensure all Contractors also comply with the above requirements defined in the COIDA.

- **Occupational Health and Safety Policy**

The COMPANY Health and Safety Policy is attached for reference purposes. (**Annexure A**)

- **Hazard Identification Risk Assessment**

The Contract Manager shall ensure the Site Agent shall prior to the commencement of any construction work perform Hazard Identification, and the assessed risks shall form part of the health and safety plan applied on site.

A copy of the HRA shall be made available for viewing to the client.

The Site Agent shall ensure that all HRA's conducted will be conveyed to all personnel and contractors through the site training program and that these training sessions will be presented by the competent person regarding the hazard and related work procedures before any work commences.

The HRA Team that will be established will comprise members as follows:

- Health and Safety Representative(s),
- Health and Safety Committee Member(s)
- Management Representative / Site Agent

Attached in the form of **Annexure C and D**, the Hazardous Task Identification and (HTI) and format of the Risk Assessment (RA) is included.

Method statements form part of the Risk Process and will be conducted in accordance with the Risk Process described above.

Based on the activities carried out on all projects Hazard Investigation and Risk Assessments (HRA's) will be done. Examples of which are:

- Site Establishment
- Demolition works
- Excavation
- Concrete works
- Lifting operations
- Hand held tools
- Motorised Equipment

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- **Health and Safety Committee**

The Project shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda.

The Site Agent shall ensure an attendance register and minutes are kept for auditing purposes, and that a copy of the minutes be circulated to all members in attendance well before convening the next meeting and within 7 days, a copy of the minutes will be forwarded to the project engineer.

Members of the committee shall include the following and are not limited to:

- Safety Consultant. (When available)
- Contractor's site representative. (Supervisory level)
- Contractor's site representatives. (Operating level)
- Project Engineer nominated representative. (Co-opted status)

- **Health and Safety Training**

Training of personnel is a legal requirement and a necessity and is acknowledged as such. The Training Planning Matrix shall be provided upon request.

#### **Induction Training**

Induction training shall be attended with the Client as well as the The COMPANY Induction program requirements and records of attendance kept to prove the same.

The COMPANY Induction format is attached for reference purposes. (**Annexure E**)

#### **Awareness Training**

Weekly awareness training shall be conducted using the The COMPANY Toolbox Talk documents, which shall be conducted by the site supervisors. (**Annexure F**)

#### **Competency**

Training identified through the Risk Assessment Process and conducted through this process shall be kept on file as proof of competency and training. (This may include operators)

#### **First Aid and Health & Safety Representative Training**

All safety representatives elected and designated, including first aiders, shall be trained should they not already be in possession of a valid certificate of training proving competence.

#### **General Record Keeping**

The Site Agent shall ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing.

Further to the requirements set out above, the Site Agent will also maintain records that may be defined through the risk assessment process, for auditing purposes.

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In accordance with the requirements set out in the Construction Regulations 2003 and the requirement set out in Client Specification the Site Agent shall ensure that a copy of all Health and Safety records generated during the course of construction, be handed over to the Project Engineer upon completion of construction.

### **Statistics**

The Site Agent shall ensure injury and incident records (Near Hits, First Aid, Medical cases, Disabling Lost Time Incidents), training etc. referred to above are kept on site. All documents shall be made available to the client for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

The statistics formula as listed below shall be adhered to.

$$\text{DIFR (Disabling Injury Frequency Rate)} = \frac{\text{DI's} \times 1\,000\,000}{\text{Man-hours}}$$

$$\text{DISR (Disabling Injury Severity Rate)} = \frac{\text{Days Lost} \times 1\,000}{\text{Manhours}}$$

### **General Inspection, Monitoring and Reporting**

The COMPANY shall comply with the requirements set out by the client. We have attached a safety management plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

The COMPANY shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHSA and Regulations.

### **Internal Audits**

Internal audits shall be conducted a minimum once per month by the project engineer, as well as the appointed safety consultant.

The Results shall be tabled and discussed at the Health and Safety Committee meetings.

The Audits to be conducted by the appointed safety consultant shall be conducted on the audit schedule attached as per **Annexure G**.

Records of the audits shall be forwarded to the Project Engineer and shall be filed on site for reference purposes.

- Incentives
  - No incentive scheme is being identified unless required by the client.
- Penalties

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Non-compliance with the client safety specifications can result in work stoppages and possible expulsion from site until the problem has been remedied including costs.

- **Emergency Procedures**

The Site Agent shall make available to the Project Engineer a detailed Emergency Plan to tie into the evacuation plan already in place on the client's premises.

#### **First Aid Box and Contents**

The Site Agent shall ensure that all working areas are adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant shall be trained in accordance with the requirements set out in the OHSA with recognised and accredited service providers as defined above.

Proof of training attended (certificate) shall be attached to the written acceptance of appointment. It will be the first aid attendant's responsibility to ensure the contents of the first aid boxes are monitored and inspections recorded on the contents of the first aid box register.

The first aid box shall be adequately stocked by The COMPANY at all times and will be accessible to all.

#### **Accident and Incident Reporting and Investigation**

Should accident investigation need to be conducted, the Project Manager shall appoint a competent person in writing to conduct the said investigation. The procedure to be followed will be in accordance with the OHSA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The Site Agent shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Site Agent shall ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA and the company specific procedures.

Should there be an incident, the Project Engineer shall be notified within 48-hours if required by the client, of the occurrence. It is acknowledged that the client reserves the right to participate in all investigations into accidents or incidents.

#### **Hazards and Potentially Hazardous Situations**

The Site Agent shall ensure that all other contractors or contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

- **Personal Protective Equipment and Clothing**

The COMPANY shall comply with OHSA requirements to provide PPE.

The Site Agent shall through the Risk Assessment process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OHSA General Safety Regulation 2 – Employer to provide Personal Protective Equipment)

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE.

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Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement set. Training in the use of this shall be provided.

Overalls and hardhats shall be identifiable. (Principal Contractor different from the contractors)

PPE shall be provided to visitors as well.

- **Safety Signage**

The Site Agent in conjunction with the appointed safety consultant shall assess the Health and Safety Signage requirement in conjunction with the Risk Assessments conducted and will place the signage at strategic positions on the site works.

The COMPANY shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, shall be replaced.

- **Permits**

- The COMPANY shall ensure that access to site works is restricted to construction personnel.
- All attempts will be made to restrict spectator access.
- Access to the site shall be by the Project Engineers (Clients) authorisation on the prescribed form. (Permits and ID cards shall be issued by the client)
- Special permits for hot work and isolation permits shall be applied for to the Project Engineer prior to commencing with the activity.

- **Contractors and Suppliers**

The Site Agent 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 contractors appointed by The COMPANY is entered into.

The Contracts Manager will ensure the contractors are issued with the Client Safety Specification where reasonably practicable including any the COMPANY contractor pack for the project, should they not be contained in the Client Safety Specification.

The COMPANY shall assist and ensure the 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 covered by the COMPANY Safety Plan and will be issued the same.

- **Health and Safety in Practice**

#### **Excavations**

The Site Agent shall ensure that all activities involving excavations, shoring, dewatering or drainage, a safe working procedure is submitted to the project engineer for approval prior to work commencing. Excavation work exceeding the specified depth as stipulated

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in the OHSA regulations, shall comply with the following requirements:

- a) The excavations are inspected before the shift starts, after heavy rain (inclement weather) and after any major condition which may effect the excavations stability and the findings are to be recorded and kept;
- b) All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation;
- c) The safe working procedure shall be communicated to all employees who may be affected by the work; and
- d) The safe working procedures shall be enforced and maintained by the appointed excavation supervisor at all times.
- e) For high-risk activities, all personnel working in the excavation shall be attached by means of a lifeline.
- f) Material excavated shall be removed from the point of excavation.
- g) Ensure stability of adjoining structures.

### **Demolition**

No demolition work is being envisaged on this project.

### **Explosives and Blasting**

No blasting activities are envisaged on this project.

### **Stacking of Materials and Housekeeping**

The Site Agent shall ensure that all stacking will be supervised by a person competent to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.

Housekeeping shall be maintained in accordance with the client requirements at all times.

- **Hazardous Chemical Substances**

The Site Agent shall ensure the necessary training and information regarding the use and storage of HCS is provided, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore, the Site Agent shall ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The First Aider shall be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be afforded to the project engineer at all times.

### **Fuel / Diesel**

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- Bulk storage areas shall be demarcated, secured and sign posted with the relevant warning pictograms.
- Bulk storage areas shall be bunded.
- Re-fuelling shall be conducted in designated re-fuelling areas only.
- Spill-kits shall be available at all times in these designated areas.
- The surface of the bunded areas and walls shall be of impermeable material.
- The bunded area shall be sloped towards a collection pit.

#### **Asbestos**

No asbestos is to be used on this Project.

- **Plant and Machinery**

#### **Construction Plant**

- All plant shall comply with the OHS Act requirements in relation to operation and maintenance thereof.
- Service and maintenance of the vehicles shall be of a high standard at all times.
- All plant shall subject to design be fitted with back-up alarms and audible indicating devices.
- The COMPANY shall ensure that all construction plants moving parts are adequately protected.
- Pre-start inspections shall be conducted on all motorised equipment daily, deviations of such inspections shall be recorded.
- Construction plant identified for use shall be operated by a trained and authorised operator.
- All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.
- Work involving the use of construction plant shall be conducted in accordance with an approved Risk Assessment.
- The Site Agent shall ensure all operators are equipped with the necessary PPE namely; safety shoes, overall, safety glasses, and gloves.
- Plant shall be fitted with an extinguisher where practicable.
- Washing shall be conducted in the designated washing areas.

The COMPANY shall ensure the all equipment moving to and from site is adequately secured, and that all contractors abide by this requirement.

#### **Transport of Personnel**

- Safe vehicular transport shall be provided for personnel working on the project to the workplace, which shall include proper seating, side restraints and cover.
- No personnel shall be permitted to travel on any plant or equipment on the site works.
- Road safety principles shall be adhered to on and off site.

#### **Vessels under Pressure (VuP) or Gas Bottles**

The COMPANY shall ensure they comply at all times with the requirements of Vessels under Pressure Regulations, with specific reference to the following:

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- Ensuring all Equipment owned and hired-in Vessels under pressure, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site.
- Ensuring that all personnel who shall use this equipment are competent and trained.
- Ensuring the users of this equipment are issued with the required PPE.
- Ensuring the area is adequately identified as a noise area and warnings are posted.
- Ensuring daily pre-start inspections are carried out on all the equipment and the findings recorded.
- Ensuring the correct fire prevention and fighting equipment is available at all times.
- Noise levels where possible shall be kept within reasonable operating norms.

### **Fire Equipment**

The Site Agent shall ensure the following all fire equipment to be used on site comply with the following:

- Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
- Placement of all extinguishers shall be depicted with the required pictograms.
- Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurisation.
- The Site Agent shall ensure all employees are adequately trained in the safe use of the extinguishers.
- The Site Agent shall ensure a person is appointed to inspect the extinguishers on a monthly basis and the results of which are to be entered into a register designed for that purpose.

### **Hired Plant and Machinery**

The Site Agent shall ensure the following criteria is adhered to when considering hired plant and machinery:

- Only approved hire companies shall supply equipment to the site.
- Hired plant shall be checked for safety compliance prior to being accepted for use on site.
- Should hired equipment be accompanied by an operator, The COMPANY shall ensure that the operator's competency be verified and the operator undergo an induction training session.
- The Site Agent shall ensure the operators of hired plant attend weekly toolbox talks in conjunction with The COMPANY site personnel.
- The Site Agent shall ensure that all operators are equipped with the required PPE before commencing work on site.

### **Scaffolding / Working at heights / Fall Protection**

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

Fall protection planning shall be done in conjunction with the risk assessment process.

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All scaffold shall be erected under the control of a person trained and appointed to conduct such scaffold erection.

### **Falsework / Formwork for Structures**

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

### **Lifting Machinery and Tackle**

The Site Agent shall ensure that the use of Lifting Machinery and Tackle is done in accordance with the requirements of the Regulations, which include but is not limited to the following:

- Lifting machinery and tackle to be used on site shall be marked with the Maximum Mass Load (MML), which is the safe limit in which the equipment may be used.
- Inspections on Lifting Machines and Lifting Tackle shall be inspected once per month on the register provided and the findings recorded.
- Daily pre-start checks shall also be conducted on all Lifting Machinery and Tackle.
- Records shall be kept of all lifting machinery and tackle inspections and Load Tests.
- Load tests shall be conducted a minimum of once per annum, and a certificate of compliance shall be kept on record.
- A valid logbook shall be maintained for all lifting machinery, which will comply with a minimum six-monthly service and maintenance.
- Lifting machinery shall be operated under supervision at all times with a trained banksmen who shall inspect all tackle before each lift.
- All lifting equipment operators shall be trained once every two years and a copy of such training shall be attached to the appointment, which is to be made on site.
- The Operators shall be tested for medical fitness.

### **Ladders and Ladder Work**

The following requirements shall be complied with regarding Ladders and Ladder work:

- Ladders shall be clearly numbered, and inspected on the register provided.
- A competent person shall be identified and appointed as the ladder inspector.
- 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.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

### **General Machinery**

In accordance with General Machinery Regulation 2(1), The COMPANY shall:

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- Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act, 85 of 1993 and Regulations, to service and maintain all machinery in use on site.
- The COMPANY shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7)(a), as and when required.
- The COMPANY shall ensure that records are maintained of all services conducted.

### **Lighting and Power**

The Site Agent shall ensure lighting circuits and power circuits are fitted with suitable earth leakage systems in accordance with the client, which will include the following activities:

- Earth leakage system will be tested monthly.
- Malfunctions shall be repaired immediately or replaced.
- Lighting shall be so positioned as not to interfere with construction activities.

### **Portable Electrical Tools / Explosive Power Tools**

The Site Agent shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

- Minimum compliance with legislation.
- Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
- Persons competent to inspect the equipment shall be appointed in writing.
- Persons who are trained to operate such equipment shall be appointed and shall be the only authorised person to operate the equipment.
- The Site Agent shall ensure operation of the equipment is in accordance with the approved Risk Assessment and Safe Working Procedure set out.
- All users shall undergo regular awareness training to ensure compliance.
- The Site Agent shall ensure the required PPE and clothing is provided and maintained.

### **Public Health and Safety**

In the interests of public safety, The COMPANY shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site.

This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

### **Night Work**

Night work shall only be conducted upon approval of the project engineer, with the same safety standard being applied for these activities as with day work activities.

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### **Facilities for Safe Keeping / eating areas**

The COMPANY shall ensure that adequate facility is provided for the personnel on site. The area shall be provide the following:

- Sufficient seating;
- Seating under cover;
- Protected change room;
- Toilets.
- Hand wash facility.
- Potable water.

No food preparation shall be conducted on site and designated eating areas will be made to allow adequate seating.

Waste bins shall be strategically placed and cleared regularly.

### **ANNEXURE A (Safety Policy)**

**CONTRACTOR TO PROVIDE WITH HEALTH AND SAFETY FILE AS REQUIRED**

HAZARDOUS TASK IDENTIFICATION (HTI)												
Ser no:	INFORMATION REQUIRED		DETAILS		SIGNATURE		Key Table					
1	Name of contract:						0= NONE					
2	Date prepared:				1= LOW							
3	Prepared by:				2= MEDIUM							
4	Name of person approving:				3= HIGH							
Risk Assessment (RA) Code	<b>LIST OF ALL STANDARD TASKS</b>		What is the future potential that this task can cause further....						Total Score	Rating	Doc Required	
			Is it a new or unusual task?	Is it a dangerous task?	Personal injury	Health risk	Impact on the environment	Property damage				Fire
RA-1	Site clearing - manual labour & small tools		1	1	1	1	1	1	0	7	LOW RISK	MST
RA-2	Site clearing - using mechanical means									0	LOW RISK	MST
RA-3	Site establishment - FSM erection / dismantling									0	LOW RISK	MST
RA-4	Site establishment - Container store / office offload									0	LOW RISK	MST
RA-5	Excavations - using manual labour									0	LOW RISK	MST
RA-6	Excavations using motorised plant									0	LOW RISK	MST
RA-7	Excavations - working inside < 1.5 metres									0	LOW RISK	MST
RA-8	Excavations - working inside > 1.5 metres									0	LOW RISK	MST
RA-9	Batching plants - erection / dismantle									0	LOW RISK	MST
RA-10	Batching plants - general working and operation									0	LOW RISK	MST
RA-11	Concrete mixing - using manual labour									0	LOW RISK	MST
RA-12	Concrete mixing - using mechanical means									0	LOW RISK	MST
RA-13	Concrete pours - using lifting machinery (Cranes etc)									0	LOW RISK	MST
RA-14	Concrete pours - using motorised plant (dumpers etc)									0	LOW RISK	MST
RA-15	Concrete pours - using mechanical pump									0	LOW RISK	MST
RA-16	Lifting Equipment - Tower crane erection / dismantle									0	LOW RISK	MST
RA-17	Lifting Equipment - Tower crane operation									0	LOW RISK	MST
RA-18	Lifting Equipment - Mobile crane operation									0	LOW RISK	MST
RA-19	Lifting Equipment - Telescopic handler operation									0	LOW RISK	MST
RA-20	Lifting Equipment - Forklift operation									0	LOW RISK	MST
RA-21	Lifting Equipment - using lifting tackle									0	LOW RISK	MST
RA-22	Formwork - general erection / dismantling									0	LOW RISK	MST
RA-23	Formwork - lifting and placing large panels									0	LOW RISK	MST
RA-24	Formwork - work on support decks									0	LOW RISK	MST
RA-25	Scaffolding - erect / dismantle small scaffolds < 2 m									0	LOW RISK	MST
RA-26	Scaffolding - erect / dismantle large scaffolds > 2 m									0	LOW RISK	MST
RA-27	Scaffolding - use of mobile scaffolds									0	LOW RISK	MST
RA-28	Scaffolding - dismantling of scaffolding									0	LOW RISK	MST
RA-29	Demolition - using small electric breakers									0	LOW RISK	MST
RA-30	Demolition - using compressed air breakers									0	LOW RISK	MST
RA-31	Demolition - using motorised mechanical means									0	LOW RISK	MST
RA-31	Demolition - using explosives / blasting operations									0	LOW RISK	MST
RA-33	Trades - Brickwork operations									0	LOW RISK	MST
RA-34	Trades - Plastering operations									0	LOW RISK	MST
RA-35	Trades - Painting operations									0	LOW RISK	MST
RA-36	Trades - Ceiling operations									0	LOW RISK	MST
RA-37	Trades - Roofing installations									0	LOW RISK	MST
RA-38	Trades - Glazing installations									0	LOW RISK	MST
RA-39	Trades - Tiling operations									0	LOW RISK	MST
RA-40	Trades - carpentry (Doors / windows)									0	LOW RISK	MST
RA-41	Trades - Metal work (Doors / windows)									0	LOW RISK	MST
RA-42	Trades - Steel erection									0	LOW RISK	MST
RA-43	Trades - plumbing									0	LOW RISK	MST

<b>SAFETY INDUCTION</b>																																			
<b>OHS Act 85 of 1993 Sections 8 &amp; 14</b>																																			
<p><b>Requirements:</b></p> <p>Every employer is required to take all reasonable measures to ensure that the requirements of the OHS Act, and regulations are observed. The general duties of employees are to carry out lawful instructions and to obey the Company's safety rules and procedures prepared in accordance with the provisions of the Act and Regulations. For this process to begin and to be formalized it is necessary for all employees to be formally inducted into the safety procedures and the completion thereof, formally acknowledged by both employer and employee.</p>																																			
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<p><i>This confirms that the above named acknowledges that he/she has been instructed in the safety items listed above and has received the necessary protective clothing / equipment to use in the performance of his/her work.</i></p>																																			
<b>INDUCTION OFFICER / TRAINER</b>																																			
Signature	Designation	Date																																	
<b>ACCEPTANCE</b>																																			
<p>I, _____ hereby acknowledge receipt of and accept and understand the requirements of this induction.</p>																																			
Signature	Designation	Date																																	
																																			

TOOLBOX TALKS																																																										
TALK NO:	16	DATE:																																																								
TALK TOPIC:	LIFTING MATERIALS BY HAND	SITE:																																																								
TALK PRESENTED BY:																																																										
   <p><b>Lift correctly</b></p>																																																										
<u>TALK CONTENT / DISCUSSION</u> <p><b>HOW DO I LIFT EQUIPMENT SAFELY WITHOUT INJURING MY BACK?</b></p> <ol style="list-style-type: none"> <li>1. Stoop and bend the knees.</li> <li>2. Keep your back straight.</li> <li>3. Lift using the leg muscles.</li> <li>4. Push upward with the load.</li> <li>5. If the load is on a table, slide the load to the edge until you can get a firm grip under the load, and then proceed to lift as above.</li> <li>6. If the load requires two or more persons to lift, then ensure the load is lifted on one side first and then the other. Ensure someone gives the command to lift so the lift occurs simultaneously.</li> <li>7. Where it is practical to use a trolley, do so as it will safe guard against unnecessary injury.</li> </ol>																																																										
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**WINNIE MADIKIZELA MADELA LOCAL MUNICIPALITY**  
**TENDER No.: MIBZLM 005CON**

**UPGRADING TO GRAVEL OF 5.0 KM SIXHENXENI ACCESS ROAD**

**PART C3: SCOPE OF WORK**  
**ENVIRONMENTAL MANAGEMENT PLAN**

**1.1.1 SECTION 4A: SITE ESTABLISHMENT AND PRELIMINARY ACTIVITIES**

4A.1 Access to Site	A.1.1 Routing	1.1.2 Monitor	2.1.1 Frequency										
Sound environmental principles must be followed whilst establishing access to the site. As much as possible, use should be made of the existing roads instead of creating new ones.	<p>a) The contractor must take into account any limitations identified and recommendations made during the environmental duties when deciding on an access route to construction site.</p> <p>b) The location of all underground services and servitudes must be identified and confirmed.</p> <p>c) Choice of access routes should take into account minimum disturbance to residents and businesses neighboring the site.</p>	Engineer (E)/ Environmental Control Officer (ECO) E	Prior to moving onto site.										
	A.1.2 Haulage Roads	Engineer (E)/ Environmental Control Officer (ECO)	Prior to moving onto site.										
	<p>a) All roads for construction access must be planned and approved by the Engineer and ECO ahead of construction activities. They should not be created on an ad-hoc basis.</p>	N/A Use Existing access roads	N/A										
	<p>b) Roads must follow natural contours to reduce stormwater erosion.</p>	N/A	N/A										
	<p>c) Roads must have as little cut and fill as possible.</p>	N/A	N/A										
	<p>d) Road widths and the radii of curves are to be reduced.</p>	E	N/A										
	<p>e) No trees/shrubs/groundwater may be removed or vegetation stripped without the prior permission of the Engineer/ECO.</p>	E/ECO	Prior to moving onto site.										
	<p>f) Agreed turning areas for haulage vehicles are to be formalized and used by the Contractor. No turning maneuvers other than at the designated places shall be permitted.</p>	E	During construction period										
	<p>g) Contractors shall construct formal drainage on all temporary haulage roads in the form of side drains and mitre drains to prevent erosion and point source discharge of run-off.</p>	N/A	Prior to moving onto site.										
	<p>h) Scour check walls must be constructed in the side drains as follows:</p>	<table border="1" data-bbox="649 1516 1073 1695"> <thead> <tr> <th data-bbox="649 1516 861 1564">Gradient of Road</th><th data-bbox="861 1516 1073 1564">Scour Check Spacing</th></tr> </thead> <tbody> <tr> <td data-bbox="649 1564 861 1596">&lt;4%</td><td data-bbox="861 1564 1073 1596">Not required</td></tr> <tr> <td data-bbox="649 1596 861 1628">5%</td><td data-bbox="861 1596 1073 1628">20m</td></tr> <tr> <td data-bbox="649 1628 861 1660">8%</td><td data-bbox="861 1628 1073 1660">10m</td></tr> <tr> <td data-bbox="649 1660 861 1695">10%</td><td data-bbox="861 1660 1073 1695">5m</td></tr> </tbody> </table>	Gradient of Road	Scour Check Spacing	<4%	Not required	5%	20m	8%	10m	10%	5m	N/A
Gradient of Road	Scour Check Spacing												
<4%	Not required												
5%	20m												
8%	10m												
10%	5m												
	<p>i) Scour checks can be constructed from rocks available onsite or using driven wooden pegs. Smaller rocks must be placed on the invert of side drain upstream and downstream of the scour checks.</p>	E	N/A										
	<p>j) Haulage roads must allow for the natural flow of water</p>	N/A	N/A										
	<p>k) All stream/rivers crossing and temporary bridges shall be built to the Engineer's approval.</p>	2	N/A										
	<p>l) All survey points must be marked with survey markers and the contractor must ensure that these are not disturbed during the course of the works.</p>	3	N/A										
	<p>m) All survey points must be marked with survey markers and the contractor must ensure that these are not disturbed during the course of the works.</p>	3	N/A										
	<p>n) All survey points must be marked with survey markers and the contractor must ensure that these are not disturbed during the course of the works.</p>	3	N/A										
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4A.2. Setting up  Construction Camp  Careful planning of the construction camp can ensure that time and costs associated with environmental management and rehabilitation are reduced	A.2.1 Layout  a) Choice of site for the Contractor's camp requires the Engineer's permission and must take into account location of local residents and /or ecologically sensitive areas, including flood zones and slip/unstable zones. A site plan must be submitted to the Engineer for approval.	E/ECO	During surveys and preliminary investigations and prior to moving onto site.
	b) The construction camp may not be situated on a floodplain or on slopes greater than 1:3.	E/ECO	During surveys and preliminary investigations.
	c) If the Contactor chooses to locate the campsite on private land, he must get prior written permission from both the Engineer and the landowner.	E	During surveys and preliminary investigations.
	d) In most cases, on-site accommodation will not be required. The construction camp can thus be comprised of: <ul style="list-style-type: none"><li>- Site office</li><li>- Ablution facilities</li><li>- Designated first aid areas</li><li>- Eating areas</li><li>- Staff lockers and showers (where water and waterborne are available)</li><li>- Storage areas</li><li>- Batching plant (if required)</li><li>- Refueling areas (if required)</li><li>- Maintenance areas (if required)</li><li>- Crushers (if required)</li></ul>	E	During site setup
	e) Cut and fill must be avoided where possible during the set up of the construction camp.	E/ECO	During site setup.
	f) The size of the construction camp should be minimized (especially where natural vegetation or grassland has had to be cleared for its construction).	E	During site setup.
	g) Adequate parking must be provided for site staff and visitors.	ECO	On a weekly basis.
	h) The constructor must attend to drainage of the campsite to avoid standing water/or sheet erosion.	ECO	During site setup.
	A.2.2 Ablutions  a) Temporary chemical toilets must be provided by a company that has been approved by the Engineer. The toilets must be available for all site staff, both at the campsite, and on the site agreed by the Engineer. Toilets should be no closer than 50m from any of the two natural watercourses.	ECO  Monitor  ECO	Ongoing  <b>Frequency</b>  Ongoing.
	b) The construction of "long drop" toilets is forbidden.	ECO	
	c) Under no circumstances may open areas or the surrounding bush used as a toilet facility.	ECO	During site set-up and ongoing.
	A.2.3 Provision for Camp Waste Disposal  a) Bins and / or skips shall be provided at convenient intervals for disposal of waste within the construction camp.	ECO  ECO	Ongoing.  During site set-up and ongoing.
OPEN TENDER Ver. 2017	b) Bins should have liner bags for efficient control and safe disposal of waste.		
	c) Recycling and the provision of separate waste		

4A.3. Establishing Storage Access	A.3.1 General Substances and Materials	Monitor	Frequency
Storage areas can be hazardous, unsightly and can cause environmental pollution if not designed and managed carefully.	<p>a) Choice of location for storage areas must take into account prevailing winds, distance to water bodies and general on-site topography.</p> <p>b) Storage areas must be designated, demarcated and fenced if necessary.</p> <p>c) Storage areas should be secure so as to minimize the risk of crime. They should also be safe from access by children/animal etc.</p> <p>d) Fire prevention facilities must be present at all storage facilities.</p> <p>e) If electrical equipment for substations is stored on site a firebreak will be around the storage area.</p> <p>f) Burning of fire breaks is to be carefully planned and managed with the assistance of the nearest Fire Department</p>	ECO	During site set-up.
	A.3.2 Hazardous Substances and Materials		
	<p>a) Definition of hazardous substances/materials are those that are potentially: poisonous, flammable, carcinogenic or toxic.</p> <p>b) Some examples of hazardous substances/materials:</p> <ul style="list-style-type: none"> <li>- Diesel, petroleum oil, bituminous products</li> <li>- Cement</li> <li>- Solvent based paints</li> <li>- Lubricants</li> <li>- Explosives</li> <li>- Drilling fluids</li> <li>- Pesticides, herbicides</li> <li>- LPG</li> </ul>	ECO	During site set-up.
	<p>c) Material Safety Data Sheets (MSDSs) shall be readily available on site for all chemicals and hazardous substances to be used on site. Where possible and available. MSDSs should additionally include information on ecological impacts and measures to minimize negative environment impacts during accidental release or escapes.</p> <p>d) Hazardous storage and refueling areas must be bunded with an impermeable liner to protect groundwater quality. The Contractor shall submit a method statement to the Engineer for approval.</p> <p>e) Fuel tanks must meet relevant specifications and be elevated so that leaks may be easily detected.</p> <p>f) Storage areas containing hazardous substances/materials must be clearly signed.</p> <p>g) It is very important that the proximity of houses, schools etc is taken into account when deciding on storage areas for hazardous substances.</p> <p>h) Residents living adjacent to the construction site must be informed of the existence of the hazardous storage area.</p> <p>i) Staff dealing with these materials/substances must</p>	<p>Monitor</p> <p>E/ECO</p> <p>E</p> <p>ECO</p> <p>E</p> <p>ECO</p> <p>ECO</p> <p>ECO</p>	<p>Frequency</p> <p>During site set-up.</p> <p>During site set-up.</p> <p>During site set-up.</p> <p>During surveys and preliminary investigations.</p> <p>When moving onto site or as the relevant materials arrive onsite.</p> <p>During staff induction and ongoing as necessary.</p>

4A.4. Materials	A.4.1 Sources of Materials	Monitor	Frequency
<p>Management Sourcing</p> <p>Materials must be sourced in a legal and sustainable way to prevent off-site environmental degradation.</p>	<p>a) Contractors shall prepare a source statement indicating the sources of all material (including topsoil, sands, natural gravel, crushed stone, asphalt, clay liners etc), and submit these to the Engineer for approval prior to commencement of any work.</p> <p>b) Where possible, a signed document from the supplier of natural materials should be obtained confirming that they have been obtained in a sustainable manner and in compliance with relevant legislation.</p> <p>c) Where materials are borrowed (mined), proof must be provided of authorization to utilize these material from the landowner /mineral rights owner and the Department of Mineral and Energy.</p>	<p>E/ECO</p> <p>ECO</p> <p>ECO</p>	<p>On award of contract</p> <p>On receipt of natural materials.</p> <p>On receipt of borrowed materials.</p>

4A.5 Education of Site Staff on General and Environmental Conduct	<p><b>A.5.1 Environmental Education and Awareness</b></p> <p>Ensure that all site personnel have a basic level of environmental awareness training. The Contractor must submit a proposal for this training to the ECO for approval. Topics covered include:</p>	<p><b>Monitor</b></p> <p>ECO</p>	<p><b>Frequency</b></p> <p>During staff induction and ongoing.</p>
These points need to be made clear to all staff on site before the project begins.	<ul style="list-style-type: none"> <li>- What is meant by “environment”.</li> <li>- Why the environment needs to be protected and conserved.</li> <li>- How construction activities can impact on the environment.</li> <li>- What can be done to mitigate against such impacts.</li> <li>- Awareness of emergency and spills response provisions.</li> <li>- Social responsibility during construction e.g. being considerate to local residents</li> </ul>	<p>ECO</p>	<p><b>Frequency</b></p> <p>Prior to moving onto site.</p>
	<p>It is the Contractor's responsibility to provide the site foreman with no less than 1 hour's environmental training and to ensure that the foreman has sufficient understanding to pass this information onto the construction staff.</p> <p>a) Translators are to be used where necessary.</p> <p>b) The Engineer/ environmental control officer should be on hand to explain more difficult/ technical issues and to answer questions.</p> <p>c) The use of pictures and real-life examples is encouraged as these tend to be more easily remembered.</p> <p>d) Use should be made of environmental awareness posters on site.</p> <p>e) Construction workers should be made aware that they are not to make excessive noise (e.g. Shouting / hooting) when site is near commercial residential areas.</p> <p>f) The need for a “clean site” policy also needs to be explained to the construction workers.</p>	<p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p>	<p>Ongoing.</p> <p>Ongoing.</p> <p>Ongoing.</p> <p>Ongoing.</p> <p>During staff induction, followed by ongoing monitoring.</p> <p>Induction, ongoing monitoring.</p>
	<p><b>A.5.2 Workers Conduct on Site</b></p> <p>A general regard to the social and ecological well-being of the site and adjacent areas is expected of the site staff. Workers need to be made aware of the following general rules:</p> <p>a) No alcohol/drugs to be present on site.</p>	<p>ECO</p>	<p>During staff induction, followed by ongoing monitoring.</p>
OPEN TENDER Ver. 2017-11-01: Contract C192	<p>b) No firearms allowed onsite or in vehicles transporting staff to/ from site, (unless used by security personnel).</p>		

<p><b>4A.6. Dust/ AIR Pollution</b></p> <p>Establishment of the camp site, and related temporary works can reduce air quality</p>	<p>a) Vehicles traveling along the access roads must adhere to speed limits to avoid creating excessive dust.</p> <p>b) Camp construction / haulage road construction – areas that have been stripped of vegetation must be dampened periodically to avoid excessive dust.</p> <p>c) The Contractor must make alternative arrangements (other than fires) for cooking and /or heating requirements. LPG gas cookers may be used provided that all safety regulations are followed.</p>	<p><b>Monitor</b> ECO</p> <p>ECO</p> <p>E</p>	<p><b>Frequency</b> Ongoing.</p> <p>Ongoing- more frequently during dry and wind conditions.</p> <p>Ongoing.</p>
<p><b>4A.7. Soil Erosion</b></p> <p>The description of vegetation during preliminary activities on site greatly increases the risk of erosion.</p>	<p>a) The time that stripped areas are left open to exposure should be minimized wherever possible. Care should be taken to ensure that lead times are not excessive.</p> <p>b) Wind screening and stormwater control should be undertaken to prevent soil loss from the site.</p> <p>c) Procedures that are in place to conserve topsoil during the construction phase of the project are to be applied to the set up phase i.e. topsoil is to be conserved while providing access to the site and setting up the camp.</p>	<p>E</p> <p>E</p> <p>ECO</p>	<p>9</p> <p>During surveys and preliminary investigations.</p> <p>During site set-up.</p> <p>During site set-up.</p>
<p><b>4A.8. Stormwater</b></p> <p>Serious financial and environmental impacts can be caused by unmanaged stormwater</p>	<p>a) To prevent stormwater damage, the increase on stormwater run-off resulting from construction activities must be estimated and the drainage system assessed accordingly. A drainage plan must be submitted to the Engineer for approval and must include the location and design criteria of any temporary stream crossing (sitting and return period etc.)</p> <p>b) During site establishment, stormwater culverts and drains are to be located and covered with metal grids to prevent blockages if deemed necessary by the Engineer. (e.g. due to demolition work).</p> <p>c) Temporary cut off drains and berms may be required to capture stormwater and promote infiltration.</p>	<p>E</p> <p>E</p> <p>ECO</p>	<p>During surveys and preliminary investigations.</p> <p>During site set-up.</p> <p>During site set-up.</p>

<p><b>4A.9. Water Quality</b></p> <p>Incorrect disposal of substances and materials and polluted run-off can have serious negative affects on groundwater quality.</p>	<p>a) Storage areas that contain hazardous substances must be bunded with an approved impermeable liner.</p> <p>b) Spills in bunded areas must be cleaned up, removed and disposed of safely from the bunded area as soon after detection as possible to minimize pollution risk and reduced bunding capacity.</p> <p>c) A designated, bunded area is to be set aside for vehicles washing and maintenance. Materials caught in this bunded area must be disposed of to a suitable waste site or as directed by the Engineer.</p> <p>d) Provision should be made during site set up for all polluted run off to be treated to the Engineer's approval before discharged into the stormwater system (This will be required for the duration of the project).</p>	<p>Monitor E</p> <p>E/ECO</p> <p>E/ECO</p> <p>E/ECO</p>	<p>Frequency</p> <p>During site set-up.</p> <p>During site set-up and as often as possible on an ongoing basis.</p> <p>During site set-up.</p>
<p><b>4A.10. Conservation of the Natural Environment</b></p> <p>The wetland and Indigenous forest in the project area require particular attention</p>	<p><b>A.10.1 Fauna and Flora</b></p> <p>a) No indigenous vegetation/trees may be cleared/removed without prior permission from the ECO.</p> <p>b) The forest and wetland in the area need to be protected. The ECO must mark limits around the forest and wetland before the Contractor any work in the vicinity of the forest.</p> <p>c) Care must be taken to avoid the introduction of alien plant species to the site and surrounding areas. (Particular attention must be paid to imported material).</p> <p>d) Disturbance to birds, animals and reptiles and their habitats should be minimized wherever possible.</p> <p><b>A.10.2 Sensitive Habitats</b></p> <p>A thirty-meter buffer zone (or a suitable width) from the edges of the wetland should be determined by a wetland ecologist and demarcated by the contractor. No development activity is to occur within the buffer zone. Temporary bonnox type fencing should be used and should be moved in phases as the construction progresses from one area to the next.</p>	<p>11</p> <p>N/A</p> <p>E/ECO</p> <p>ECO</p> <p>E/ECO</p> <p>N/A</p>	<p>1</p> <p>N/A.</p> <p>During site set-up.</p> <p>Ongoing in campsite, haulage areas.</p> <p>During surveys and preliminary investigations and ongoing.</p> <p>N/A`.</p>

4A.11. Set up of Waste Management Procedures	<p>a) The excavation and use of rubbish pits on site is forbidden.</p> <p>b) Burning of waste is forbidden.</p> <p>c) A fenced area must be allocated for waste sorting and disposal.</p> <p>d) Individual skips for different types of waste (e.g. "household" type refuse, building rubble, etc) should be provided.</p>	<p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p>	<p>Ongoing.</p> <p>Ongoing.</p> <p>During site set-up.</p> <p>During site set-up.</p>
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4A.12. SOCIAL impacts	A.12.1 Public Participation	Monitor	Frequency
– Visual & Noise	a) During the set up phase of the project, the Contractor needs to make contact with those people that are Interested or Affected by the development (I&AP's).	E	Prior to moving onto site.
It is important to take notice of the needs and wishes of those living or working adjacent to the site. Failure to do say can cause disruption to work and increase costs in the form of delays.	b) These people will usually have been identified by the environmental consultant that was assigned to the project. If this wasn't the case, the I&AP's can be identified as those who either: <ul style="list-style-type: none"> <li>- Live close to the site</li> <li>- Work close by to the site</li> <li>- Will have their services /infrastructure affected by the project</li> <li>- Have a general interest in the project</li> </ul> - The Councilor for the ward in which the construction is taking place	ECO	Prior to moving onto site
		13	1
		14	1
		15	1
	A.12.2. Noise Impact	ECO	Prior to moving onto site.
	a) Construction vehicles are to be fitted with standard silencers prior to the beginning of construction.	ECO	Ongoing.
	b) Equipment that is fitted with noise reduction facilities (e.g. Side flaps, silencers etc) will be sued as per operating instructions and maintained properly during site operations.		
	A.12.3 Visual Impacts	E/ECO	During surveys and preliminary investigations and site set-up.
	a) Storage facilities, elevated tanks and other temporary structures onsite should be located such that they have as little impact on local residents as possible.	E/ECO	During surveys and preliminary investigations and site set-up.
	b) In areas where the visual environment is particularly important (e.g. along commercial/ tourism routes), the site may require screening in the form of shade cloth or other suitable materials prior to the beginning of construction.	ECO	During site set-up.
	c) Special attention should given to the screening of highly reflective materials on site.		
4A.13. Cultural Environment	Prior to the commencement of construction, all staff need to know what possible archaeological or historical objects of value may look like, and to notify the Engineer / Contractor should such an item be uncovered	ECO	During site set-up and ongoing.

4A.14. Security and Safety	A.14.1 Fencing	Monitor	Frequency
	a) Securing the site in order to reduce the opportunity of criminal activity in the locality of the construction site.	E	During site set-up.
	b) The sites should be fenced and manned to control the access of people.	E	During site set-up.
	c) Potential hazardous areas such as trenches are to be demarcated and clearly marked.	ECO	During site set-up.
	A.14.2 Lighting	E/ECO	Ongoing.
	Lighting on site is to be set out to provide maximum security and to enable easier policing of the site, without creating a visual nuisance to local resident or businesses.	ECO	20 21
	A.14.3 Risks Associated with Material on Site	19	Ongoing.
	a) Material stockpiles or stacks, such as, pipes must be stable and well secured to avoid collapse and possible injury to site/ local residents.	ECO	Ongoing.
	b) Flammable materials should be stored as far as possible from adjacent residents/b businesses.	ECO	Ongoing.
	c) Fire fighting equipment should be present onsite at all times as per OHSA.	ECO	Ongoing.
	d) Obstruction to drivers' line of site due to stockpiles and stacked materials must be avoided, especially at intersections and sharp corners.	ECO	24hrs prior to the activity in question
	e) No materials are to be stored in unstable or high risk areas such as in floodplains or on steep slopes.	ECO	
	f) All I&AP's should be notified in advance of any known potential risks associated with the construction site and the activities on it.	ECO	
	Examples of these are:		
	- Stinging of power lines		
	- Blasting		
	- Earthworks/earthmoving machinery on steep slopes above houses/infrastructure		
OPEN TENDER Ver. 20171101	RISK to residences along haulage roads/ access routes	C197	

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## **SECITON 4B: MANAGEMENT OF CONTRUCTION ACTIVITIES AND WORKFORCE**



4B.2. Maintenance of Construction Camp	<p>B.2.1 Surfaces</p> <p>a) The Contractor must monitor and manage drainage of the camp site. To avoid soil erosion.</p> <p>b) Run-off from the campsite must not discharge into neighbours' properties.</p> <p>B.2.2 Ablution</p> <p>a) Chemical toilets are to be maintained in a clean state and should be moved to ensure that they adequately service the work areas.</p> <p>b) The Contractor is to ensure that open areas or the surrounding bush are not being used as a toilet facility.</p> <p>B.2.3 Camp Waste Disposal</p> <p>a) The Contractor shall ensure that all litter is collected from the work and camp areas</p>	Monitor	Frequency
		E	Ongoing.
		E	Ongoing.
		ECO	Weekly inspection.
		ECO	Weekly inspection.
		ECO	Ongoing.
		ECO	Weekly.
		ECO	Ongoing.
		ECO	23      Frequency
		ECO	Daily
		ECO	Daily.
		E/ECO	Weekly monitoring
OPEN TENDER	Version: 2017-11-01:	Contract	C200
		b) Bins and/or skips	

4B.3. Staff Conduct	<p><b>B.3.1 Environmental Education and Awareness</b></p> <p>a) The Contractor must monitor the performance of construction workers to ensure that the points relayed during their induction have been properly understood and are being followed. If necessary, the ECO and /or a translator should be called to the site to further explain aspects of environmental or social behaviour that are unclear.</p> <p><b>B.3.2 Worker Conduct on Site</b></p> <p>a) The rules explained in the worker conduct section (see section A.5.2 of this EMP), must be followed at all times.</p>	<p>Monitor</p> <p>E/ECO</p> <p>ECO</p>	<p>Frequency</p> <p>Ongoing monitoring.</p> <p>Ongoing.</p>
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<p><b>4B.4. Dust/Air Pollution</b></p> <p>Main causes of air pollution are dust from vehicle movements and stockpiles, vehicle emissions and fires</p>	<p>a) Vehicles traveling to and from the construction site must adhere to speed limits so as to avoid producing excessive dust.</p> <p>b) A speed limit of 30km/hr must be adhered to on all dirt roads.</p> <p>c) Access and other cleared surfaces must be damped whenever possible and especially in dry and windy conditions to avoid excessive dust.</p> <p>d) Where dust is unavoidable in residential or commercial areas, screening will be required utilizing wooden supports and shade cloth.</p> <p>e) Vehicles and machinery are to be kept in good working order and to, meet manufactured specification for safety,</p>	<p>Monitor E</p> <p>E</p> <p>E</p> <p>E</p> <p>ECO</p> <p>E</p> <p>E</p> <p>E</p>	<p>Frequency Ongoing.</p> <p>Ongoing.</p> <p>Ongoing.</p> <p>As directed by Engineer.</p> <p>Ongoing.</p> <p>As directed by the Engineer.</p> <p>Ongoing</p> <p>Ongoing.</p>
<p><b>OPEN TENDER</b></p> <p>Ver: 2017-11-01:</p> <p>consumption etc.</p>	<p>Contract</p>	<p>C202</p>	

4B. 5 Soil Erosion	B.5.1 Topsoil Stripping and Stockpiling	ECO	24 Monitor	25 Frequency
	Once an area has been cleared of vegetation, the top layer (nominally 150mm) of soil should be removed and stockpiled in a designated area.	E/ECO		Ongoing.
		ECO		Ongoing.
		E		As each activity is completed.
	B.5.2 Exposed Surfaces	E		Ongoing.
	The full length of the works shall not be stripped of vegetation prior to commencing other activities. The time that stripped areas are exposed shall be minimized wherever possible.	ECO		Ongoing.
	a) Top-soiling and revegetation shall commence immediately after the completion of an activity and at an agreed distance behind any particular work front.			As the cut and fill activity is completed.
	b) Stormwater control (See B6) and wind screening should be			
OPEN TENDER	V6) and wind screening should be	Contract	C203	

	e) All embankments, unless otherwise directed by the Engineer, shall be protected by an off drain to prevent from cascading down the face the embankment and causing erosion.	Monitor E	Frequency Immediately after the creating of the embankment/ stripping of vegetation.
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4B.6. Stormwater Measures in this section are aimed at reducing the erosive potential of stormwater	<p><b>B.6.1 General Principles:</b></p> <p>a) The Contractor shall not in any way modify nor damage the banks or bed of streams, rivers, wetlands, other open water bodies and drainage lines adjacent to or within the designated area, unless required as part of the construction project specification. Where such disturbance is unavoidable, modification of water bodies should be kept to a minimum in terms of:</p> <ul style="list-style-type: none"> <li>- Removal of riparian vegetation</li> <li>- Opening up of the stream channel</li> </ul> <p>b) Earth, stone and rubble is to be properly disposed of so as not to obstruct natural water pathways over the site. i.e.: these materials must not be placed in stormwater channels, drainage lines or rivers.</p> <p>c) There should be a periodic checking of the site's drainage system to ensure that the water flow is unobstructed.</p>	ECO	26 Monitor	<p>27 Frequency</p> <p>Ongoing.</p> <p>Monitoring throughout the duration of the project.</p> <p>Monthly checking</p> <p>As directed by Engineer</p> <p>As directed by Engineer</p>
OPEN TENDER	ER/VR The 2017/18/01: Contract high velocity stormwater pipelines should	Contract	C205	

	B.6.2 Stormwater Detention Ponds  a) Detention ponds should be vegetated either with wetland vegetation or grass from the Revegetation Specification. The detention ponds must not block the water flow, but should encourage spreading of the flow over wider areas to reduce velocity and encouraged infiltration.  b) Peak stormwater discharge from the site/area should not be increased with development of the site/area. Stormwater should be detained on site through the use of stormwater detention ponds wherever possible. A series of detention ponds may be required where flow volumes are high.  B6.3 Unchanneled Flow  a) During construction unchanneled flow must be controlled to avoid erosion. Where large areas of soil are left exposed, rows of straw/hay or bundles of cut vegetation should be dug into the soil in 200mm wide bands to slow surface wash and capture eroded soil. The	ECO  E/ECO  E/ECO  E/ECO	28 Monitor  29 Monitor	30 Frequency  As surfaces become exposed  31 Frequency  Ongoing
OPEN TENDER	SOIL IN 200MM BANDS TO CONTRACT	C206		

<p>4B.7. Water Quality</p> <p>Soil erosion and sediment is detrimental to water quality. Mismanagement of polluted run-off from vehicle and plant washing and wind dispersal of dry materials into rivers and watercourses are detrimental to water quality.</p>	<p>a) Mixing /decanting of all chemicals and hazardous substances must take place either on a tray or on an impermeable surface. Waste from these should then be disposed of to a suitable waste site.</p> <p>b) Every effort should be made to ensure that any chemicals or hazardous substances do not contaminate the soil or ground water on site.</p> <p>c) Care must be taken to ensure that run-off from vehicle or plant washing does not enter the groundwater. Wash water must be passed through a three-chamber SOG trap prior to being discharged as effluent to a regular municipal sewer.</p> <p>d) Site staff not be permitted to use any stream, river, other open water body or natural water source adjacent to or within the designated site for the construction or related activities. Municipal water (or another source approved by the Engineer) should instead be used for all activities such as washing of equipment or disposal of any type of waste, dust suppression, concrete mixing, compacting etc.</p>	<p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>E/ECO</p>	<p>32 Monitor</p>	<p>33 Frequency</p> <p>Regular monitoring.</p> <p>Regular monitoring.</p> <p>Regular monitoring</p> <p>Regular monitoring.</p> <p>As the need arises</p>
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<p>4B.8. Conservation of Natural Environment</p> <p>The patch of forests specifically identified in the EMP should be avoided altogether. The buffer needs to be upheld at all cost.</p>	<p><b>B.8.1 Fauna and Flora</b></p> <p>As the work front progresses the Contractor is to check that any vegetation clearing has the prior permission of the ECO.</p> <p>a) Only trees that have NOT been marked beforehand are to be removed.</p> <p>b) Gathering of firewood, fruit, medicinal plants, crops, or any other natural material on site or in areas adjacent to the site is prohibited.</p> <p>c) The hunting of birds and animals on site and in surrounding areas is forbidden.</p> <p>d) Snares and traps on site and in surrounding areas are forbidden.</p> <p>e) Immediate revegetation of stripped areas and removal of aliens by weeding must take place. This significantly reduces the amount of time and money that must be spent on alien plant management during rehabilitation.</p> <p>f) Alien vegetation encroachment onto the site as a result of construction activities must be controlled during construction.</p>	<p>Monitor</p> <p>E</p> <p>N/A</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p>	<p>Frequency</p> <p>Ongoing.</p> <p>N/A</p> <p>Ongoing.</p> <p>Ongoing.</p> <p>Ongoing</p> <p>Ongoing.</p> <p>Twice – monthly monitoring.</p>
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	g) Where possible, cleared indigenous vegetation should be kept in a nursery for use at a later stage in the rehabilitation process.	N/A	34 Monitor	N/A	35 Frequency
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4B.9. Materials Management	<p><b>B.9.1 Stockpile Management</b></p> <p>a) Stockpiles should not be situated such that they obstruct natural water pathways.</p> <p>b) Stockpiles should not exceed 2m in height unless otherwise permitted by the Engineer.</p> <p>c) If stockpiles are exposed to windy conditions or heavy rain, they should be covered either by vegetation or cloth, depending on the duration of the project. Stockpiles may further be protected by the construction of berms or low brick walls around their bases.</p> <p>d) Stockpiles should be kept clear of weeds and alien vegetation growth by regular weeding.</p> <p><b>9.2 Handling of Hazardous Materials</b></p> <p>a) All concrete mixing must take place on a designated, impermeable surface.</p> <p>b) No vehicles transporting concrete to the site may be washed on site.</p> <p>c) No vehicles transporting, placing or compacting asphalt or any</p>	<p>Monitor</p> <p>E/ECO</p> <p>E</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>E/ECO</p> <p>ECO</p> <p>ECO</p>	<p>Frequency</p> <p>Location as directed by the Engineer.</p> <p>As this becomes necessary.</p> <p>Monthly monitoring</p> <p>Ongoing monitoring.</p> <p>Ongoing monitoring.</p> <p>Monthly</p> <p>Ongoing monitoring.</p> <p>Ongoing monitoring.</p> <p>Ongoing monitoring</p> <p>Ongoing monitoring</p> <p>Ongoing monitoring</p>
OPEN TENDER	Other: 2017-11-01 Contract product may be washed on site.	C210	

4B.10. Waste Management  Definition: "Refuse" refers to all construction waste (such as rubble, asphalt milling, cement, bags, waste cement, timber, cans, other containers, wire and nails) household and office waste	<p><b>B.10.1 On-Site Waste Management</b></p> <p>a) Refuse must be placed in the designated skips/ bins, which must be regularly emptied. These should remain within demarcated areas and should be designed to prevent reuse from being blown out by wind.</p> <p>b) In addition to the waste facilities within the construction camp, provision must be made for waste receptacles to be placed at intervals along the work front.</p> <p>c) Littering on site is forbidden and the site shall be cleared of litter at the end of each working day.</p> <p>d) Recycling is to be encouraged by providing separate receptacles for different types of waste and making sure that staff are of their uses.</p> <p>Waste disposal</p> <p>Non-hazardous Waste</p> <p>All waste must be removed from the site and transported to a landfill site which must be identified prior to commencement of work.</p> <p>a) Waybills proving disposal at each shall be provided fro the Engineer's</p>	Monitor	Frequency	
		ECO	Ongoing monitoring	
		ECO	Ongoing monitoring	
		ECO	Ongoing monitoring	
		ECO	Ongoing monitoring.	
		ECO	Checked at each site meeting.	
		E/ECO	Ongoing monitoring	
		ECO	Monitored weekly and at the start of builders' holidays.	
		ECO	Ongoing	
		E/ECO	During establishment and ongoing	
		ECO	Ongoing	
OPEN TENDER Ref. No. 2017-11-01: Contract		C211		
b) Construction rubble shall be				

4B.11. Social Impacts  Regular communication between the Contractor and Interested and Affected Parties (I&AP's) is important for the duration of the contract	B.11.1 Disruption of Infrastructure and Services  a) Contractor's activities and movement of staff to be restricted to designated construction areas.  b) Should the construction staff be approached by members of the public or other stakeholders, they should assist them in locating the Engineer or Contractor, or provide a number on which they may contact the Engineer or Contractor.  c) The conduct of the construction staff when dealing with the public or other stakeholder shall be in a manner that is polite and courteous at all times. Failure to adhere to this requirement may result in the removal of staff from site by the Engineer.  d) Disruption of access for local residents must be minimized and must have the Engineer's permission.  e) The Contractor is to inform neighbours in writing of disruptive activities at least 24 hours beforehand. This can take place by way of leaflets placed in the postboxes giving the Engineer and Contractor's details or other	36 Monitor  E  E/ECO E  E  E/ECO  ECO  ECO  ECO  ECO  E/ECO  E/ECO	37 Frequency  Ongoing.
			Ongoing.
			Ongoing.
			Ongoing.
			At least 24 hrs prior to the activity taking place.
			Ongoing.
			Ongoing- weekly monitoring.
			Ongoing.
			Ongoing.
			At least 24 hrs prior to the activity taking place.
OPEN TENDER	Ref: 2017-01 Contract	C212	

		38 Monitor	39 Frequency
	B.11.4 Communication with Interested and Affected Parties (I&AP's)	E/ECO	Monthly
	a) The Engineer and Contractor are responsible for ongoing communication with those people that are interested in /affected by the project.	ECO	Monthly
	b) A complaint register should be housed at the site office. This should be in carbon copy format, with numbered pages. The Contractor must account for any missing pages. This register is to be tabled during monthly site meetings.	E/ECO	Ongoing.
	c) I&AP's need to be made aware of the existence of the complaints book and the methods of communication available to them.	ECO	Ongoing
	d) Queries and complaints are to be handled by: <ul style="list-style-type: none"> <li>- Documenting details of such communications</li> <li>- Submitting these for inclusion in complaints register.</li> <li>- Brining issues to Engineer's attention</li> <li>- Taking remedial</li> </ul>		Ongoing on a monthly basis and when required
OPEN TENDER	Ver. 2017-11-01 Contract	C213	

4B12. Cultural Environment	<p>a) Possible items of historical or archaeological value include old stone foundations, tools, clayware, jewellery, remains, fossils etc.</p> <p>b) Should something of this nature be uncovered, the Research and Professional Services Division of AMAFA should be contacted and work should be stopped immediately. AMAFA's head office is in Ulundi and their office in Pietermaritzburg will address any queries within KZN.</p> <p>The facilitator should be contacted on telephone no. 033-3946543, fax 033-3426097.</p>	E/ECO	As required.
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## SECTION 4C: POST CONSTRUCTION ACTIVITIES

4C.1. Construction Camp	<p>a) All structures comprising the construction camp are to be removed from site.</p> <p>b) The area that previously housed the construction camp is to be checked for spills of substances such as oil, paint etc. and these should be cleaned up.</p> <p>c) All hardened surfaces within the construction camp area should be ripped, all imported material removed, and the area shall be top-</p>	E	40 Monitor	41 Frequency
	Contract as regress ed		C215	

4C.2 Vegetation	<p>a) All areas that have been disturbed by construction activities (including the construction camp area) must be cleared of alien vegetation.</p> <p>b) Open areas are to be re-planted</p> <p>c) All vegetation that has been cleared during construction is to be removed from site or used as much as per the revegetation specification, (except for seeding alien vegetation).</p> <p>d) The Contractor is to water and maintain</p>	E	<p>Project completion</p> <p>Project completion</p> <p>Project completion</p> <p>Project completion</p>
OPEN TENDER Ver. 2017-11-01: Contract	All planted vegetation until	C216	

4C.3 Land Rehabilitation	<p>a) All surfaces hardened due to construction activities are to be ripped and imported materials thereon removed.</p> <p>b) All rubble is to be removed from the site to and approved disposal site or approved by the Engineer. Burying of rubble onsite is prohibited.</p> <p>c) The site is to be cleared of all litter.</p> <p>d) Surfaces are to be checked for waste products from activities such as concreting or asphaltiting and</p>	<p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>E/ECO</p> <p>E</p> <p>ECO</p>	<p>Project completion</p> <p>Project completion</p> <p>Project completion</p> <p>Project completion</p> <p>Project completion</p> <p>Project completion</p> <p>Project completion.</p>
OPEN TENDER Ver. 2017-11-01:	Cleared in a manner approved	C217	

4C.4 Material and Infrastructure	<p>a) Fences, barriers and demarcations associated with the construction phase are to be removed from the site unless stipulated otherwise by the Engineer.</p> <p>b) All residual stockpiles must be removed to spoil or spread onsite as directed by the Engineer.</p> <p>c) All leftover building materials must be returned to spoil or spread on site as directed by the Engineer.</p> <p>d) The Contractor must</p>	<p>E</p> <p>E</p> <p>ECO</p> <p>E</p>	<p>42 Monitor</p>	<p>43 Frequency</p> <p>Project completion</p> <p>Project completion</p> <p>Project completion</p> <p>Project completion</p>
OPEN TENDER Ver. 2017-11-01: Contract repair any damage that the		C218		

44 4C. 5 General	<p>a) The Engineer, ECO and the Contractor need to approve all remediation activities and to ensure that the site has been restored to a condition approved by the Engineer.</p> <p>b) Temporary roads must be closed and access across these blocked .</p> <p>c) Access or haulage roads that were built across watercourses must be rehabilitated by removing temporary bridges and any other materials</p>	<p>E/ECO</p> <p>E/ECO</p> <p>E/ECO</p> <p>E/ECO</p>	<p>On completion of the construction &amp; maintenance phases</p> <p>On completion of construction</p> <p>On completion of construction</p> <p>On completion of construction</p>
OPEN TENDER Ver. 2017-11-01:	Contract in / or near to watercourses	C219	

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## **SECTION 5. CONCLUSIONS AND RECOMMENDATIONS**

Construction impacts are minimal and of low significance. Should the EMP be adequately implemented, potential impacts could be further reduced. The concluding recommendations are:

- Contractors need to follow the environmental management plan;
- The development need to benefit the community in a tangible manner, and therefore, attempts need to be made to integrate community needs and aspirations into the implementation processes of the development;
- The contractor need to show concerns for health in general and the health safety of the employees in particular;
- Where appropriate, the contractor must use local labour as much as possible;
- In terms of the National Environmental Management Act 107 of 1989 everybody is required to take reasonable measures to ensure that they do not pollute the environment. Reasonable measures include informing and educating employees about the environmental risks of their work and training them to operate in an environmentally acceptable manner;
- Further more in terms of the Nation Environmental Management Act 107 of 1998 the cost of repair for any environmental damage shall be borne by the person responsible for the damage.

**WINNIE MADIKIZELA MADELA LOCAL MUNICIPALITY**

**TENDER No.: MIBZLM 005CON**

**UPGRADING TO GRAVEL OF 5.0 KM SIXHENXENI ACCESS ROAD**

### **PART C4: SITE INFORMATION**

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<b>1</b>	<b><u>PART C4: SITE INFORMATION</u></b>	<b>SI 2</b>
1.1	<u>Locality Plan</u>	SI 2
1.2	<u>Conditions on Site: Geotechnical Report</u>	SI 2

## 1 PART C4: SITE INFORMATION

### **Locality Plan**

The Locality Plan is provided overleaf.

The site is located in approximately 25 km due north west of Bizana CBD. Access to the area is via gravel roads.

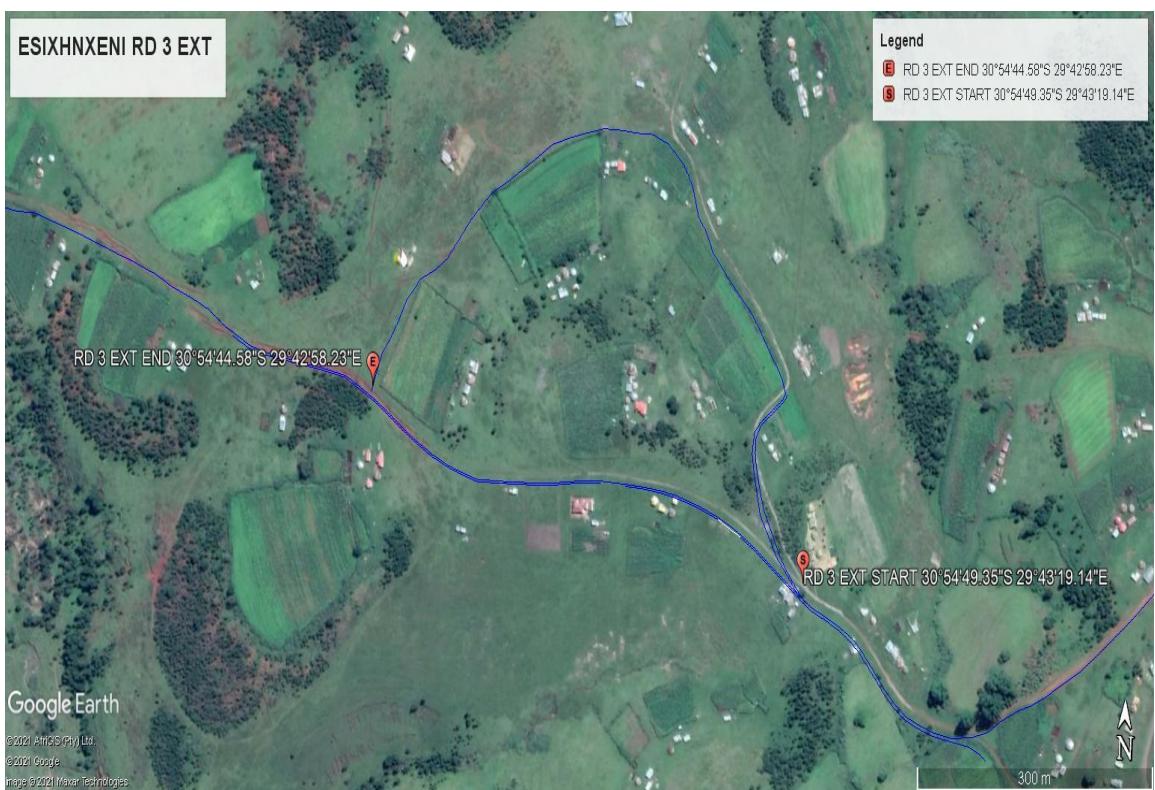
### **Conditions on Site: Geotechnical Report**

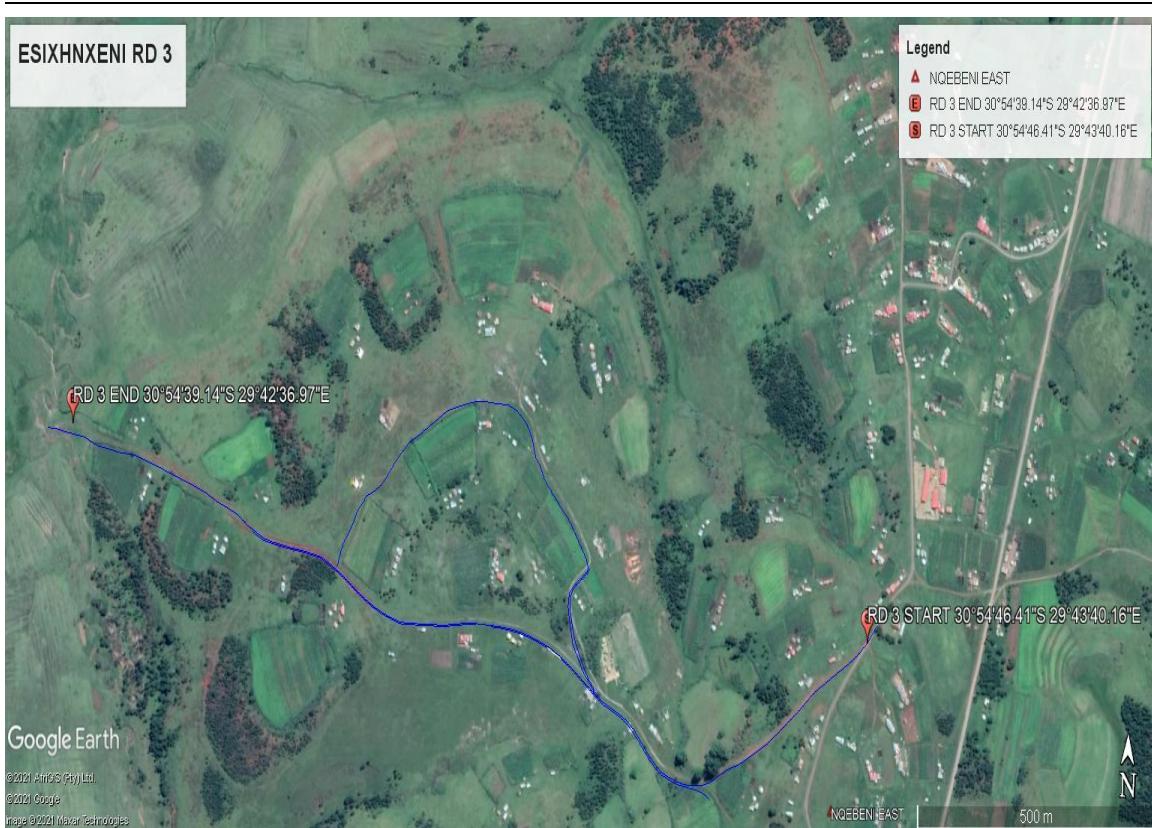
Subsoil investigations have been undertaken along the roads to be constructed. Test results are included in this section of the tender documents. No responsibility is taken by the Employer as a result of any deductions made by the tenderer/contractor from observation and interpretation of the test results.

Tenderers are to satisfy themselves as to the nature of excavations to be encountered. In doing this, tenderers may carry out further investigations at their own cost. Should these investigations require visiting site and disturbing the site, the tenderers should seek approval from the Engineer to carry out such investigations.

### Insert Locality Plan







Insert Geotechnical Report

## PART C5: DRAWINGS

### INDEX

1	<a href="#"><u>PART C5: DRAWINGS</u></a>	D 2
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## 1 PART C5: DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued as a separate book of drawings.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

Tender drawings are issued separately and are listed hereunder:

## LIST OF DRAWINGS