



## REFURBISHMENT OF WHITE RIVER LIBRARY

**TENDER NUMBER: COM 94/2023**

<b>TENDERER:</b>	
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**CLOSING DATE: 15 JANUARY 2024 AT 11:00AM**

**CSD REG NUMBER: MAAA.....**

<b>CLIENT</b>	<b>ENGINEER</b>
City of Mbombela  PO Box 45 Mbombela 1200  TEL: 013-759 9111 FAX: 013-759 2070	Jamela Consulting Engineering and Project Management  16A Allie Van Bergen White River 1240  Tel: 013 750 0620 E-mail: <a href="mailto:melvin@jamela.co.za">melvin@jamela.co.za</a>

**REFURBISHMENT OF WHITE RIVER LIBRARY**

**SUMMARY FOR TENDER OPENING PURPOSES**

NAME OF TENDERER : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

E-MAIL ADDRESS : \_\_\_\_\_

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

TENDERED AMOUNT : \_\_\_\_\_

Signed by authorized representative of the TENDERER: \_\_\_\_\_

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

\* Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and shall apply.

## IMPORTANT INFORMATION

### PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

1. Notice to all tenderers.
2. Standards applied in this document.

### 1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. The use of erasing fluid or strips is not allowed.
3. It may not be taken apart.
4. It is not available in electronic format except PDF.
5. Bidders are required to attach returnable documents to the relative pages (where requested) and encouraged to use file fasteners and binding tape or any other similar method to ensure there are no loose pages. **Any other form of presentation (loose pages or separate documents) will not be accepted.**

### 2. STANDARDS APPLICABLE TO THIS DOCUMENT

- |    |                              |   |
|----|------------------------------|---|
| 1. | CIDB                         | <i><b>CIDB Standard for uniformity in Construction Procurement, 10 July 2015, as amended.</b></i> |
| 2. | SANS 10845-1                 | <i>Processes, methods and procedures.</i>   |
| 3. | SANS 10845-2                 | <i>Formatting and compilation of procurement documentation.</i>                                   |
| 4. | SANS 10845-3                 | <i>Standard conditions of tender.</i>   |
| 5. | JBCC                         | <i>Joint Building Contracts Committee, Edition 4.1, and March 2005.</i>                           |
| 6. | This Document, as presented. |   |

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## THE TENDER

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**PART T1: TENDERING PROCEDURES**

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**PART T1 TENDERING PROCEDURES**

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## T1.1 TENDER NOTICE AND INVITATION FOR PROPOSALS

Bids are hereby invited from experienced services providers for the REFURBISHMENT OF WHITE RIVER LIBRARY for City of Mbombela.

Tender No	Description	CIDB Grading	Compulsory Meeting and Site Inspection Date	Closing Date
COM 94/2023	REFURBISHMENT OF WHITE RIVER LIBRARY	4 GB or Higher	None	15 JANUARY 2024 AT 11:00

It is compulsory that service providers download a copy of the bid document that will **ONLY** be available as from 12 DECEMBER 2023 on the municipal website: [www.mbombela.gov.za](http://www.mbombela.gov.za) on the tenders and notices folder and National e-Tender Portal: [www.etenders.gov.za](http://www.etenders.gov.za), free of charge.

Duly completed bid documents and supporting documents which are, CERTIFIED ID COPIES OF BUSINESS OWNERS, COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE TO CLAIM B-BBEE POINTS, COPY OF TAX COMPLIANCE STATUS, MUNICIPAL RATES AND TAXES CLEARANCE FOR BOTH THE COMPANY AND ITS DIRECTORS FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RESIDENCE FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED WITH THE LESSOR'S MUNICIPAL UP TO DATE RATES AND TAXES CERTIFICATE, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: "TENDER NUMBER COM94/2023 - APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT OF WHITE RIVER LIBRARY FOR CITY OF MBOMBELA," with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00AM on the closing date

**Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.**

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80/20 points will be allocated in respect of price and 80/20 points in respect of Targeted (Specific) Goals.

Procurement Enquiries : Christopher Nkambule (013) 759 2358  
 Technical Enquires : Velly Mapaila (013) 759 2113  
 Employer : City Manager, Mr. Wiseman Khumalo  
 City of Mbombela  
 P. O. Box 45  
 1200  
 Mbombela  
 VISIT OUR WEBSITE –  
[www.mbombela.gov.za](http://www.mbombela.gov.za)

*NB: the results of this bid will be published on council's website as prescribed on section 75(1)(g) of the MFMA and section 23(c) of the SCM Regulations.*

**T1.2 TENDER**

**DATA**

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer’s obligations and the Employer’s undertakings in administering the tender process in respect of the project under construction.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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	Data
	<p>The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender.</p> <p>SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.</p> <p>Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.</p>
3.1	<p>The Employer is: <b>City of Mbombela, 1 Nel Street, Mbombela, 1200</b></p>
	<p>The tender documents issued by the Employer comprise:</p> <p><b>THE TENDER</b></p> <p>Part T1        Tendering Procedures</p> <p>Part T1.1      Tender Notice and Invitation to Tender (white)</p> <p>Part T1.2      Tender Data (pink)</p> <p>Part T1.3      Preferential Procurement Policy of City of Mbombela (pink)</p> <p>Part T2        Returnable Documents</p> <p>Part T2.1      List of Returnable Documents (yellow)</p> <p>Part T2.2      Returnable Schedules to be completed by the Contractor (yellow)</p> <p>Part T2.3      Returnable Schedules II (yellow)</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1        Agreement and Contract Data</b></p> <p>C1.1    Form of Offer and Acceptance (pink)</p> <p>    C1.2    Contract Data (yellow)</p> <p>C1.3    Form of Guarantee (white)</p> <p>C1.4    Agreement in terms of Occupational Health and Safety Act, 1993 (white)</p> <p>C1.5    Authority for Signatory in Terms of OH&amp;S Act, 1993 (white)</p> <p><b>Part C2        Pricing Data</b></p> <p>C2.1    Pricing Assumptions (yellow)</p> <p>C2.2    Bill of Quantities and Information Sheets (yellow)</p>

<p>3.2</p>	<p><b>Part C3 Scope of Works</b>                  C3.1 Scope of Works (blue)                  C3.2 Engineering (blue)                  C3.3 Procurement (blue)                  C3.4 Construction (blue)                  C3.5 Health and Safety (blue)  <b>Part C4 Site Information</b>                  C4 Site Information (green)</p> <p><b>Appendices</b>                  Annexure A Health and Safety Specification (white)                  Annexure B Drawings for Tender Purposes (white)</p>												
<p>3.4</p>	<p>The Employer's Agent is:                  Name: Jamela Consulting Engineering and Project Management                  Address: 16A Alie Van Bergen Street,                  White River 1240                  Tel: 013 750 0620                  E-mail: <a href="mailto:melvin@jamela.co.za">melvin@jamela.co.za</a></p>												
<p>3.5</p>	<p>The language for communications is English.</p>												
<p>3.6</p>	<p>The competitive negotiation procedure shall not be applied.</p>												
<p>4.1</p>	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:                  a) CIDB registration</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 4GB of construction work, are eligible to have their tenders evaluated.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p> <table border="1" data-bbox="344 1417 986 1657"> <thead> <tr> <th>Category of tender</th> <th>Upper limits per CIDB Table 8 Regulation 17</th> </tr> </thead> <tbody> <tr> <td>GB 4</td> <td>R6m</td> </tr> <tr> <td>GB 5</td> <td>R10m</td> </tr> <tr> <td>GB 6</td> <td>R20m</td> </tr> <tr> <td>GB 7</td> <td>R60m</td> </tr> <tr> <td>GB 8</td> <td>R200m</td> </tr> </tbody> </table> <p>Joint Ventures are eligible to submit bids 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 4 <b>GB or Higher class</b> of construction work; and</li> <li>(3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>4GB or Higher class</b> of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>	Category of tender	Upper limits per CIDB Table 8 Regulation 17	GB 4	R6m	GB 5	R10m	GB 6	R20m	GB 7	R60m	GB 8	R200m
Category of tender	Upper limits per CIDB Table 8 Regulation 17												
GB 4	R6m												
GB 5	R10m												
GB 6	R20m												
GB 7	R60m												
GB 8	R200m												

	<p>b) Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms T of the Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed under Forms T. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms T with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p>The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works, and who is registered with SACPCMP as Pr.CM or ECSA as Pr.Eng or Pr.Tech.Eng shall be required as a minimum.</p> <p>Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager.</p> <p>Failure to comply with the requirements or to complete Form T may render the tender non- responsive.</p>
4.6	<p><b>Bidders are encouraged to revisit the City's website regularly prior the closing date particularly on this project folder to ensure that all addenda/ erratum that may be issued are adhered to.</b></p> <p><b>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.</b></p>
4.7	<p>The arrangements for the compulsory clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting.</p> <p>The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time latecomers may complete the register. On completion by all present the Employer's Representative will:</p> <p>(a) read out from the collected lists calling for confirmation that all have signed;</p> <p>The signature on the attendance register and duly completed and signed Form A shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. The City will not be take responsibility for incorrect information provided by the bidder on the attendance register.</p>
4.8	Request clarifications at least 7 working days before the closing time.
4.10	Tenderers are required to state the rates and currencies in Rand.
	<p>An alternative tender offer will only be considered if a main tender offer, strictly in accordance with all the requirements of the tender documented is also submitted.</p> <p>If the tenderer wishes to submit an alternative tender 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>

4.12	<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 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. Pricing Data must reflect all 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 full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Tender 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>
4.13.1	<p>Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, no copies are required.</p> <p>The signed print-out shall be taken as the valid submission.</p>
4.13 4.15	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: City of Mbombela</p> <p>Physical address: 1 Nel Street, Mbombela 1200</p> <p>Identification details: Tender <b>COM 94/2023 REFURBISHMENT OF WHITE RIVER LIBRARY.</b></p> <p>Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address.</p> <p>It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register.</p>
4.13.4	<p>The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form U).</p>
4.13.5	<p>Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorized representative's name, the tenderer's postal address and contact telephone numbers.</p>
4.13.5	<p>A two-envelope procedure will not be followed.</p>
4.13.6	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
4.15	<p>The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.</p>
4.16.1	<p>The tender offer validity period is 120 days and will be extended by further 30 days.</p>
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ol style="list-style-type: none"> <li>withdraws his tender;</li> <li>gives notice of his inability to execute the contract in terms of his tender; or</li> <li>fails to comply with a request made in terms of 4.17, 4.18 or 5.9,</li> </ol> <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.18	<p>Any additional information requested under this clause must be provided within 5 (five) working days of date of request.</p>
4.20	<p>The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document.</p>

5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue addenda until 5 working days before tender closing time.
5.4	All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ol style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ol style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>ii) the summation of the prices.</li> </ol> </li> <li>d) imbalanced unit rates.</li> </ol> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ol style="list-style-type: none"> <li>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.</li> <li>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.</li> <li>c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</li> </ol> <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
	<p><b>List of disqualifying factors of this tender are as follows:</b></p> <p>A bid not complying with the requirements stated hereunder will be regarded as "Non Responsive", and as such will be rejected/disqualified for further evaluation</p> <ul style="list-style-type: none"> <li>• Submit company registration certificate</li> <li>• Submit Tax Compliance Status issued by SARS</li> <li>• Full CSD report <b>NOT</b> older than <b>10 days</b> from the closing date, Summary report will <b>NOT</b> be considered</li> <li>• Submit Joint venture agreement in case of JV. All parties are expected to attach their individual</li> </ul>

5.10	<p>returnable documents except for consolidated B-BBEE certificate and combined CIDB grading.</p> <ul style="list-style-type: none"> <li>• Authority for Signatory, duly signed and dated original or certified copy on the Company(s) Letterhead. This condition will not apply to companies owned by one director / member / sole</li> <li>• Submit copies of relevant Annual Financial Statements (last 3 Financial Years, consecutively). For JV, relevant Annual Financial Statements from all parties are required. Failure to provide for all the service Providers will results in disqualification.</li> <li>• Submit copy of an active CIDB contractor grading designation of 4GB or higher. For JV, a combined CIDB grading is required.</li> <li>• Tenderer must provide valid copy of the current municipal rates and taxes certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor's up-to-date municipal rates and taxes for both the company and for the active directors including JV/Consortium partners. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes. A bid will be rejected if any municipal rates and taxes owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.</li> <li>• Letter of good standing for COIDA. The letter of good standing must reflect the relevant nature of business as prescribed on The Compensation for Occupational Injuries and Diseases Act 130 of 1993.</li> <li>• Proof of public liability Insurance / third party liability insurance for a minimum of R1 000 000.00. The letter must be issued by a registered insurance service provider. The letter should have the full contact details of the service provider and the underwriter.</li> <li>• Letter of intent for performance guarantee from a registered Financial Service Provider (FSP). The letter should have the full contact details of the service provider and the FSP number.</li> <li>• All certificates, appointment letters of company experience, completion certificates of company experience, proof of ownership on plant and equipment, qualification certificates of personnel with Identity Documents must be certified by the commissioner of Oaths, RSA. It must have date of certification and not older than 3 months. A copy of a certified copy will not be accepted.</li> <li>• Fully completed and signed where applicable in the Returnable Schedules.</li> <li>• Failure to apply instructions contained in addenda that may be issued.</li> <li>• Submissions from bidders who did not attend a compulsory briefing session will not be acceptable.</li> <li>• Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorized signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non responsive.</li> </ul>
5.11	<p>The procedure for the evaluation of responsive tenders is Method 2: Financial offer, quality and preferences.</p> <p>Method 2 Financial offer, quality and preferences is scored as follows:</p> <ol style="list-style-type: none"> <li>a) Score each tender in respect of the financial offer made and preferences claimed, if any.</li> <li>b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: <math>TEV = N_{FO} + N_P + N_Q</math></li> </ol>

<p>5.11.5</p>	<p>where: N<sub>FO</sub> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;</p> <p>N<sub>P</sub> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> <p>N<sub>Q</sub> is the number of tender evaluation points awarded for quality claimed in accordance with F.3.11.9.</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>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.</p> <p>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 sub-clause is repeated.</p> <p>f) Compelling and justifiable reasons not to recommend a tenderer are inter alia tenderers who:</p> <ul style="list-style-type: none"> <li>do not meet the minimum requirements listed in Part T2.1, List of Returnable Documents and/or</li> <li>failed to complete the tender document comprehensively with all the required information.</li> </ul>												
<p>5.11.7</p>	<p>The financial offer will be scored using the following formula: <math>N_{FO} = W_1 \times A</math></p> <p>Where:</p> <p>N<sub>FO</sub> = the number of evaluation points awarded for the financial offer W<sub>1</sub></p> <p>= the maximum possible number of bid evaluation points awarded for the financial offer and will be:</p> <p>(i) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000; or</p> <p>(ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.</p> <p>A = the number calculated using Formula 2 (Option 1) Table</p> <p>1: Formulae for calculating the value of A<sub>a</sub></p> <table border="1" data-bbox="300 1413 1278 1664"> <thead> <tr> <th>Formula</th> <th>Comparison aimed at achieving</th> <th>Option 1<sup>a</sup></th> <th>Option 2<sup>a</sup></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Highest price or discount</td> <td><math>A = (1 + \frac{(P - P_m)}{P_m})</math></td> <td><math>A = P / P_m</math></td> </tr> <tr> <td>2</td> <td>Lowest price or percentage commission /fee '</td> <td><math>A = (1 - \frac{(P - P_m)}{P_m})</math></td> <td><math>A = P_m / P</math></td> </tr> </tbody> </table> <p><sup>a</sup> P<sub>m</sub> is the comparative offer of the most favorable comparative offer. P is the comparative offer of the tender offer under consideration.</p>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$	2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>										
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2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$										



5.11.8	<b>Scoring preferences.</b>			
	<p><b>Up to 100 minus W<sub>1</sub> tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Regulations (2022) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</b></p> <p>Points awarded will be according to a tenderer's specific goals summarized in the table below:</p>			
	<b>Item No.</b>	<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system)</b>	<b>Number of points allocated (90/10 system)</b>
	1.	100% Black owned enterprises within the definition of the HDI	2	1
	2.	At least 30% women owned enterprises	2	1
	3.	At least 30% youth owned enterprises	2	1
	4.	At least 30% enterprises people living with disabilities	2	1
	5.	Enterprises regarded as EMEs located within the City of Mbombela	2	1
	6.	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2	1
	7.	Corporate Social Investment (CSI) Plan. (see notes below)	5	3
8.	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)	3	1	
<b>Total</b>		<b>20</b>	<b>10</b>	
<p>Eligibility for preference points will be determined as follows:</p> <p><input type="checkbox"/> Compliance with any other information requested to be attached to Returnable Schedule Form D.</p>				

Description of quality criteria	Maximum number of points
Company Experience	50
Key Personnel	20
Plant and Equipment	15
Financial references	15
<b>Total evaluation points for quality (Ms)</b>	<b>100</b>

Tender offers will only be considered responsive if the minimum quality requirement of **70 points** is achieved.

Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed below. A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is provided, zero points will be awarded for that particular item.

5.11.9

Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.

i). Plant and Equipment (Maximum 15 points)

Details of owned and hired plant and equipment are to be entered in Form R of the Returnable Schedules.

ii). Key Personnel (Maximum 20 points)

Details of key personnel and their building projects experience and qualifications are to be entered in Form T of the Returnable Schedules.

iii). Building Construction Experience (Maximum 50 points)

Details of building projects & supporting information in terms of the points to be claimed in terms of quality, must be entered in Form Q in the Returnable Schedule.

iv). Financial References (Maximum 15 points)

Details of financial references are to be entered in Form S of the Returnable Schedules.

The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows:

Score	Prompt for judgement
0	Failed to address the question / issue
20	A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available
40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
60	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought
80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.

<p>5.13</p>	<p><b>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</b></p> <ul style="list-style-type: none"> <li>• the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>). CSD is compulsory for any company to bid. <b>The full report should be submitted, not the summary and must not be older than 10 days from the closing date.</b></li> <li>• the tenderer is in good standing with SARS according to the Central Supplier Database.</li> <li>• the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</li> <li>• the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>• the tenderer has not:             <ul style="list-style-type: none"> <li>i) abused the Employer’s Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>• the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li>• the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>• the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> <li>• No Tippex has been used on the bid document.</li> <li>• The tenderer has not used an erasable pen and completed the bid document with a pencil.</li> </ul>
<p>5.17</p>	<p>The number of paper copies of the signed contract to be provided by the employer is One.</p>
<p>5.19</p>	<p>All requests shall be in writing.</p>

**CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.**

**Preamble**

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
1.	Company Registration Certificate	a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008 b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984 NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.	Has the bidders attached a valid company registration document in line with the applicable legislation?	
2.	Company Profile	a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”	Has the bidder attached a company profile and its experience is relevant to add value on this project?	

<p>3.</p>	<p>Certification of documents to be submitted together with the tender document.</p> <p>I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.</p>	<p>a) The certification of documents must be done by a commissioner of oath as prescribed in the Justice of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations.</p> <p>b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or <a href="#">notary public</a> (who are members of a recognized professional body), Actuaries or accountants (who are members of a recognized professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business.</p> <p>c) <i>Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i></p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS.</p> <p>Designation (rank) .....ex officio: RSA</p> <p>Date: ..... Place .....</p> <p>Business Address:</p> <p>.....</p> <p>.....</p> <p>Commissioner of Oaths</p> <p>.....</p> <p>Signature ..... Full Names</p> </div> <p>NB: All certified copies must NOT exceed three months and be originally certified.</p>	<p>Has the bidder certified all documents to be certified as per special conditions of bid?</p> <p>Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.</p>	
<p>4.</p>	<p>Central Supplier Database (CSD) Full report, (Summary report will <b>NOT</b> be acceptable). <b>N/B CSD Report date should not be more than 10 days before Bid closing date.</b></p>	<p>a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.</p>	<p>Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 10 days from the closing date?</p>	

<p>5.</p>	<p>Tax Compliant Status (TCS)</p>	<p>a) Prospective bidders are required to attach a valid TCS together with the tender document.</p>	<p>Has the bidder attached a valid (not expired) TCS?                  The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within</p>	
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			<p>the timeframe stated above <b>(See MFMA Circular No: 90)</b>.</p>	
<p>6.</p>	<p>Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor <b>(to claim points only)</b>.</p>	<p>a) EMEs in terms of the B-BBEE Act 53 of 2003 may submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs <b>MUST</b> submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) 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.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium &amp; large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p>	<p>Is the copy B-BBEE Certificate valid? Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid? If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations? Is the copy of B-BEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act? Is the affidavit for B-BBEE stamped and signed by commissioner of oaths? I.e. full names and signature, force/practice number, designation / rank, date and address. Is the certification date not older than 3 months</p>	

			and original ink is clear on the document to confirm if it is originally certified?	
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	a) The JV/consortium must amongst others, reflect clear profit and loses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	
9.	<p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors</p> <p style="text-align: center;">OR</p> <p>Proof of resident from tribal authority for the business and all business directors</p> <p style="text-align: center;">OR</p> <p>Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority.</p> <p>NB: All accounts owing any municipality for more than 90 days</p>	<p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors.</p> <p>b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors.</p> <p>c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with</p>	<p>Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners?</p> <p>In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate?</p> <p>Is the account not in</p>	



	<p>will be disqualified as prescribed on the MSCM Regulations.</p>	<p>lessor’s latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor’s proof of residential from a tribal authority.</p> <p>NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent.</p> <p>Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor’s municipal account in case of lease. The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.</p>	<p>areas for more than 90 days (3 months)?</p>	
<p>10.</p>	<p><b><u>Forging of documents/certificates</u></b>                  The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders. Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: <i>“any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, <b>forgery</b> or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official”</i>.                  Section 34(2) of the same Act stipulates that: <i>“subject to</i></p>	<p>Are there any suspicious / alleged fraudulent or forged documents? If yes, has the matter been reported to the nearest SAPS following correct institutional protocol? Has the matter been registered with the</p>	

	<p>and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.</p> <p>Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (<b>see section 28 of this Act</b>).</p>	<p><i>the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence”.</i></p>	<p>Registrar to enable due processes and per the Act?</p> <p>NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.</p>	
11.	<p>Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.</p>	<p>Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary.</p>	<p>If applicable, is the bidder compliant with the minimum cover stipulated in the bid document?</p> <p>Is the public liability insurance from a registered financial institution?</p>	
12.	<p>Recent audited / independently reviewed financial statements for three consecutive years.</p> <p>NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.</p>	<p>a) Applicable to private companies that are not managed by its owners, if:</p> <ul style="list-style-type: none"> <li>- It compiles its financial statement internally and its public interest score is less than 100.</li> <li>- It has its financial statements compiled independently and its public interest score is between 100 and 349.</li> </ul> <p>the public interest score is 350 points or more, is required for an audit to be conducted.</p>	<p>Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million?</p> <p>Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5?</p> <p>False / mismatched / inconsistent declaration may lead to immediate disqualification.</p>	
13.	<p>Recent annual financial statement (AFS) for three consecutive years</p>	<p>a) Applicable to private companies with a public interest score of less than 100.</p>	<p>Has the bidders furnished MBD 5 as</p>	

	<p>(unaudited AFS). NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.</p>	<p>b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed. NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.</p>	<p>mandatory? Has the bidder attached the relevant AFS as required by law in line with his/her declaration on MBD 5?</p>	
<p>14.</p>	<p>Functionality / Quality for evaluation of complex projects</p>	<p>a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc. NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.</p>	<p>Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE? Has the bidders been scored in line with the evaluation criteria set on the tender document? All portfolio of evidence attached and certified as stated on the bid document?</p>	
<p>15.</p>	<p>The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)</p>	<p>The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.</p>	<p>If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?</p>	

**PART T2 RETURNABLE DOCUMENTS**

**PART T2: RETURNABLE DOCUMENTS**

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

**Returnable Schedules required for Tender evaluation purposes**

<b>COMPULSORY TENDER DOCUMENTS</b>	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
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## **COMPULSORY TENDER DOCUMENTS**

**FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

Notes to Tenderer:

- 1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non-responsive.

This is to certify that I, .....

representative of (tenderer) .....

of (address) .....

.....

.....

telephone number .....

fax number .....

e-mail .....

attended the clarification meeting on (date) .....

Signature of Representative: \_\_\_\_\_

Signature of Project Manager: \_\_\_\_\_

**FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS (SIPDM)**

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

	Date	Title or Details
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		

Attach additional pages if more space is required.

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

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



<b>FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES (SIPDM)</b>
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The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

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

**(a) AMENDMENTS**

Page, Clause or Item No	Proposed Amendment

*Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable.*

*(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.*

**(This is not an invitation for alternatives** but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

**(b) ALTERNATIVES**

Proposed Alternative	Description of Alternative

*Note: (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 Bill 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.*

Signed

Date

Name

Position

**FORM D: PREFERENTIAL PROCUREMENT REGULATIONS 2022****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

**2. DEFINITIONS**

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES****3.1. POINTS AWARDED FOR PRICE****3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmin = Price of lowest acceptable tender

**3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT****3.2.1. POINTS AWARDED FOR PRICE**

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	100% Black owned enterprises within the definition of the HDI	2	
2.	At least 30% women owned enterprises	2	
3.	At least 30% youth owned enterprises	2	
4.	At least 30% enterprises people living with disabilities	2	
5.	Enterprises regarded as EMEs located within the City of Mbombela	2	
6	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2	
7	Corporate Social Investment (CSI) Plan. (see notes below)	5	
8	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)	3	

**The City will utilize the CSD report for the above-mentioned information**

**Corporate Social Investment (CSI)**

**NB:** The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the City with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one-page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

**Declaration**

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (tick applicable box)
  - Generic code of good practice
  - Other – specify  
.....
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

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

Signature:

.....

Name:

.....

Duly authorised to sign on behalf of:

.....

Telephone: .....

Fax: ..... Date:

.....

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

**Note:**

1) Failure to complete the declaration will lead to the rejection of a claim for a preference. Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference. (see Clause 5.11.8 in Tender Data)

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p> <p><b>SURNAME AND NAME:</b> .....</p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS:</b> .....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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**FORM E: COMPULSORY DECLARATION (SIPDM) (GBD 4)**

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

**Section 1: Enterprise Details**

**Name of Enterprise**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Particulars of companies and close corporations Company / Close Corporation registration number.**

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**Section 3: SARS Information**

<b>Tax reference number</b>	
<b>VAT registration number</b>	<i>State Not registered if Not Registered for VAT</i>

**Section 5: National Treasury Central Supplier Database**

<b>Supplier number</b>	
<b>Unique registration reference number</b>	

**Section 6: Particulars of principals**

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

Full name of principal	Identity number	Personal tax reference number

\*insert separate page if necessary

**Section 7: Record in the service of the state**

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

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

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

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

\*insert separate page if necessary

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

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

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

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



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

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

\*insert separate page if necessary

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

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

Yes       No (Tick appropriate box)

**If yes, provide particulars (insert separate page if necessary)**

**Section 10: Declaration**

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

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

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

National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))

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

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

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

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

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

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

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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

Position: \_\_\_\_\_

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

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

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

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

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

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

**ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE**

- **For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement) Certified Copies of the ID's of the Directors Certified Shareholders Certificate

OR

- **For Companies**

A copy of the Certificate of Incorporation Certified Copies of the ID's of the Directors, and Certified shareholders' register

OR

- **For Joint Venture Agreements**

- Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

OR

- **For Partnership**

1. Certified Copies of the ID's of the partners

OR

- **One person Business / Sole trader**

2. Certified Copy of ID

**FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS**

(SIPDM)

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) contractors are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

**Section 1: Enterprise Details / Name of enterprise:**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Declaration for Contractor's services:**

The enterprise has been awarded the following contract services by an organ of state during the last five years.

<b>Name of organ of state</b>	<b>Estimated value of contracts</b>	<b>Nature of service e.g. quantity surveying</b>	<b>Service number similar to required service (yes / no)?</b>

Attach separate page as necessary

**Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT**

I / we certify that

1) (tick one of the boxes):

- the enterprise is not required by law to prepare annual financial statements for auditing.
- the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (i.e.: all municipal accounts are paid up to date) Attach Municipal Utility Account;

3) source of goods and / or services:

*(tick one of the boxes and insert percentages if applicable):*

- goods and / or services are sourced only from within the Republic of South Africa
- % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is  %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

\*Attach separate page as necessary

I, the undersigned who warrants that I am duly authorized on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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

Position: \_\_\_\_\_

**ATTACHED HERETO AN ORIGINAL OR CERTIFIED COPY OF THE LATEST  
MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN 3 MONTHS)**

**FORM G: CERTIFICATE OF INDEPENDENT TENDER (GBD 9)**

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that 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 tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description) in response to the invitation for the tender 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 Tenderer)

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
- iv) Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
- v) For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
- vi) The tenderer has arrived at the accompanying tender 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.

- vii) 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 tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) bidding with the intention not to win the tender.
- viii) 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 tender invitation relates.
- ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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

---

Capacity under which Tender is Signed

---

Name of Tenderer



**FORM H: DECLARATION OF GOOD STANDING REGARDING TAX (GBD 2)****ATTACH VALID TAX COMPLIANCE STATUS (TCS)**

The Tax Compliance Status (TCS) must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

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

**FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN  
MANAGEMENT PRACTICES (GBD 8)**

Notes to tenderer:

1. This tender document must form part of all tenders invited.
2. This form serves as a declaration to be used by institutions 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 tender of any tenderer may be disregarded if that tenderer or any of its directors have;
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system;
  - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

Item	Question	Yes	No
4.1	<p><b>Is the tenderer 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?</b></p> <p><b>(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).</b></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 tenderer 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>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	<p>Was the tenderer 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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Does the tenderer 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 tenderer 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 IS 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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Capacity under which Tender is Signed

\_\_\_\_\_  
Name of Tenderer

**FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. ([www.treasury.gov.za](http://www.treasury.gov.za)). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

***Affix Proof of the National Treasury Central Supplier Database to this page  
(Full CSD required, not summary)***

**FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY**

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES	NO
-----	----

**If yes, furnish your details in table below.**

**NB: It is compulsory for all bidders to sign this form**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which Tender is Signed

\_\_\_\_\_  
Name of Tenderer

**FORM L: AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name: .....

Contact number: .....

Office address: .....

.....

Signatories for close corporations and companies shall confirm their authority by attaching to this form **a duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

**PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:**

"By resolution of the board of directors passed on *(date)*

Mr.....

has been duly authorized to sign all documents in connection with the Tender for Contract Number/Name

.....and any Contract which may arise there from on behalf of

.....

(BLOCK CAPITALS) SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

SIGNATURE .....

AS WITNESSES: 1. NAME ..... SIGNATURE .....

2. NAME ..... SIGNATURE .....

**PRO-FORMA FOR JOINT VENTURES:**

**Certificate of Authority for Joint Ventures**

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

**ATTACHED HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED  
COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**



**FORM M: SCHEDULE OF SPECIALIST SUBCONTRACTORS**

**Notes to tenderer:**

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialized work himself.

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

SPECIALISED ITEM	INDICATE IF SUB-CONTRACTED (Tick correct option)	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	
_____ _____ ( ) _____		Previous value of work:
		Previous Experience:
_____ _____ ( ) _____		Previous value of work:
		Previous Experience:

<hr/> <hr/> ( ) <hr/>		<b>Previous value of work:</b>
<hr/> <hr/> ( ) <hr/>		<b>Previous Experience:</b>
<hr/> <hr/> ( ) <hr/>		<b>Previous value of work:</b>
<hr/> <hr/> ( ) <hr/>		<b>Previous Experience:</b>

**FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER**

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).

***Affix certified Proof of Good Standing with Compensation Commissioner to this page***

**FORM O: SCHEDULE OF CURRENT COMMITMENTS**

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Durations (Months)	Expected Commencement Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which Tender is Signed

\_\_\_\_\_  
Name of Tenderer

**FORM P: REGISTRATION WITH CIDB**

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. ([www.cidb.org.za](http://www.cidb.org.za)). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

Expiry Date: .....

## **RETURNABLES FOR QUALITY CRITERIA**

**FORM Q: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS**

**The Tenderer will receive a maximum of 50 points based on information provided in this schedule.**

The following is a statement of work of similar nature and size recently successfully executed by myself / ourselves:

- 1 Points will be given for projects completed of similar nature and size.
- 2 The tenderer scores **5 points** per building project with a value of more than R1 million but less than R3 million, completed in the last 5 years.
- 3 The tenderer scores **8 points** per project with a value of more than R3 million but less than R5 million completed in the last 5 years.
- 4 The tenderer scores **10 points** per building project with a value of R5 million and above completed in the last 5 years.
  - 5 The tenderer may list only the largest successfully completed project of a similar nature in order to score maximum points.
5. The maximum Quality points for each criterion are listed below.
6. Positive feedback from the Consulting Engineer from the designated / listed contact person will contribute toward points allocated for the attached certificates of completion.
7. Positive feedback from the Employer from the designated / listed contact person will contribute toward points allocated for the attached certificates of completion.
8. Points for completion certificates attached will be given for similar projects. Negative feedback will forfeit all points, meaning zero (0) points will be allocated for the attached certificates of completion.
9. Failure to submit all relevant information per project will result in the forfeiture of all points for that relevant project.
10. The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.
11. In case of a panel appointment, bidders must attach a certified copy of panel appointment, allocation letter /Purchase Order and Completion Certificate per project.

Certified Appointment letter as well as Completion Certificate (signed by client and engineer) of Relevant Work (to be attached – zero points if both is not attached)	Consulting Engineer: Contact Person and Telephone Number	Employer: Contact Person and Telephone Number	Value of Work (inclusive of VAT)	Date Completed (Attach Certified Completion Certificate)
*Attach additional pages if more space is required		Total Points		

<b>FORM R: PLANT &amp; EQUIPMENT</b>
--------------------------------------

**The tenderer will receive a maximum of 15 points based on information provided in this schedule.**

1. The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.
2. The tenderer will receive Quality points for listing of plant available for this specific contract as follows:
  - Major plant for construction works if well identified and 100% is owned and available at start of contract maximum points will be as stated in allocated points if owned column.
  - Half points will be allocated for hired plant as indicated in the allocate points for hired plant column on the table below (certified confirmation letter from the plant hiring company)
  - Points for the plant correctly identified and owned will be calculated according to the allocated points based on the quantities under the Quantities Required column.
3. Proof of ownership to be submitted. Certified copies of motor vehicle license (MVLX) or motor vehicle license and license disc (MVL1) or certificate of registration (RC1) or any valid document issued by the department of transport (where applicable\*\*). Invoices for equipment that are not traveling on the road will be accepted as proof of ownership (where applicable\*). The invoice must be in the name of the bidding company or director(s).

Description, size, capacity, etc.	Allocate Points if owned	Quantity Required	Allocated Points if hired	Points Scored
TLB (48kW)	5	1	2.5	
Water Tanker (8kl)	5	1	2.5	
10m3 Tipper trucks	5	1	2.5	
Total	15		7.5	
Total points allocated				

\*Attached additional pages if more space is required.



<b>FORM S: FINANCIAL RESOURCES BANKING INFORMATION</b>
--

**FINANCIAL CAPACITY 15 POINTS**

**Bank rating:   B = 15 POINTS**  
**C = 10 POINTS**  
**D = 5 POINTS**

NB: the bank rating must be based on the amount reflected on the form of offer. No points will be allocated on the rating below the tendered amount. The City reserves the right to verify the information with the Financial Service Provider. In case of a JV, Consortium or partnership only the details of the lead partner will be considered.

**DETAILS OF TENDERERS BANKING INFORMATION****Notes to tenderer:**

- The tenderer shall attach to this form a letter of intent for 10% bank guarantee.
- In the event that the tenderer is a joint venture enterprise, the bank guarantee will be expected from the Lead Partner.

<b>BANK NAME:</b>										
<b>ACCOUNT NAME:</b> (e.g. ABC Civil Construction cc)										
<b>ACCOUNT TYPE:</b> (e.g. Savings, Cheque etc.)										
<b>ACCOUNT NO:</b>										
<b>ADDRESS OF BANK:</b>										
<b>CONTACT PERSON:</b>										
<b>TEL. NO. OF BANK / CONTACT:</b>										
How long has this account been in existence:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">0-6 months</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td rowspan="4" style="width: 30%; vertical-align: middle;">(Tick which is appropriate)</td> </tr> <tr> <td>7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	0-6 months	<input type="checkbox"/>	(Tick which is appropriate)	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>	(Tick which is appropriate)								
7-12 months	<input type="checkbox"/>									
13-24 months	<input type="checkbox"/>									
More than 24 months	<input type="checkbox"/>									

**FORM S: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT  
ABOVE R 10 MILLION (GBD5) (NOT APPLICABLE)**

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

- Are you by law required to prepare annual financial statements for auditing?

**YES / NO**

- 1.1. If yes, submit audited financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipal for more than three months or any other service provider in respect of which payments is overdue for more than 30 days?

**YES / NO**

.....

.....

- 2.1 If no, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days?

.....

.....

- 2.2 If yes, please provide particulars

.....

.....

- 2.1 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**YES / NO**

.....

.....

- a. If yes, furnish particulars

.....

.....

4.1 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / /municipal entity is expected to be transferred out of the Republic?

**YES / NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....**

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

**I ACCEPT THAT THE STE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which Tender is  
Signed

\_\_\_\_\_  
Name of Tenderer

**FORM S: FINANCIAL RESOURCES  
DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE**

The Tenderer must attach hereto an **Original Letter** from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so. (Letter of Intent)

**A Pro forma follows herewith for the tenderer to use.**

**PRO-FORMA FOR A PERFORMANCE  
GUARANTEE PERFORMANCE  
GUARANTEE**

Employer

(Name and Address)

\_\_\_\_\_  
\_\_\_\_\_

Contract No

\_\_\_\_\_

Contract Title

\_\_\_\_\_

WHEREAS

\_\_\_\_\_

(hereinafter referred to as "the Employer") entered into, a Contract with:

(hereinafter called "the Contractor")

on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ for

the construction of (Contract Title)

\_\_\_\_\_

at

\_\_\_\_\_

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS  
WE

(hereinafter referred to as the

Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtor to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

- 1) The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extension of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor or liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
- 2) This guarantee shall be limited to payment of a sum of money.
- 3) The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50% which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of Completion

- 4) His intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated,
- 5) Our total liability hereunder shall not exceed the sum of

\_\_\_\_\_ (in words)  
 R \_\_\_\_\_ (in figures)

(10% of the tender sum) that amount I/we agree to hold at your disposal.

- 6) The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

- 7) I/We hereby choose our address for the serving of all notices for all purposes arising here from as

\_\_\_\_\_  
 \_\_\_\_\_

IN WITNESS WHERE OF this guarantee has been executed by us at \_\_\_\_\_  
 \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20

As witness:

- 1. \_\_\_\_\_ Signature \_\_\_\_\_
- 2. \_\_\_\_\_ Signature \_\_\_\_\_

Duly authorized to sign on behalf of (Guarantor)

\_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>FORM T: MANAGERIAL CAPACITY, EXPERIENCE AND QUALIFICATIONS</b>
---

**The Tenderer will receive a maximum of 20 points based on information provided in this Schedule**

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
3. State the city or town where the company's head office is located. The locality of regional or satellite offices, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA.
4. Registered professional engineers, technicians or technologists means those who are involved in the construction of buildings and structures. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.

<b>Head Office: State City/Town:</b> (See note 3.)	
<b>Other Offices: Only list number:</b> (See note 3.)	
<b>Registered Professionals: ECSA or in terms of ECSA approved International Agreements (PrEng, PrTechEng, PrTechniEng)</b> (See note 4.)	
<b>Registered Professionals: SACPCMP (Pr CM)</b> (See note 4)	
<b>Total Employees:</b>	
<b>% share in JV agreement:</b> (State 100% if no JV)	

### KEY PERSONNEL

i) **Site Agent (7 Points)**

Site Agent is required to have a N.D Civil Engineering; or equivalent to a NQF 6 qualification and a minimum of 10 years in building construction experience in a construction manager's role, and registered with ECSA and/ SACPCMP, as indicated below:

<b>EXPERIENCE IN BUILDING CONSTRUCTION</b>	<b>0-4</b>	<b>5-6</b>	<b>7-9</b>	<b>&gt; 15</b>
<b>POINTS</b>	<b>3</b>	<b>5</b>	<b>7</b>	<b>10</b>

ii) **Site Foreman** (5 Points)

Site Foreman on permanent/contract basis, with at least NQF 4 qualification or related qualification with experience in building construction projects of not less than seven (7) years. Points will be allocated on a pro-rata basis for experience between 7 to 10 years, as indicated below:

<b>EXPERIENCE IN BUILDING CONSTRUCTION</b>	<b>0-2</b>	<b>3-4</b>	<b>5-6</b>	<b>&gt; 10</b>
<b>POINTS</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>7</b>

iii) **Safety Officer** (3 Points)

Safety officer on permanent/contract basis, with a valid First Aid Certificate plus OSHA (Construction Regulations) qualification or related qualification with experience in building construction projects of not less than three (3) years. Points will be allocated on a pro-rata basis for experience between 3 to 5 years, as indicated below:

<b>EXPERIENCE IN BUILDING CONSTRUCTION</b>	<b>&gt; 3</b>	<b>4-5</b>	<b>&gt; 10</b>
<b>POINTS</b>	<b>1</b>	<b>2</b>	<b>3</b>

<b>Experience</b>	<b>Points</b>
Provide detailed CVs and certified qualifications for all Key Personnel for each category stated above.	<b>20</b>

**N.B Points to be allocated based on the CV's provided. The appointed contractor is to provide such personnel as attached or one with equivalent qualifications and experience. Failure to do so will result to termination of contract.**

**KEY PERSONNEL EXPERIENCE (SITE AGENT)**

The tenderer shall provide details of previous experience required for this project. Proof of registration must be attached to this form.

Name	Position in Team	ECSA Reg. No	Category	SACPCMP Reg. No	Category	No. of Years' Experience
	Site Agent					

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works.)

Description of Project	Position Held	Project Start Date	Project Completion Date	Contract Value	Client and Contact Person	Contact No.



**KEY PERSONNEL EXPERIENCE (SITE FOREMAN)**

The tenderer shall provide details of previous experience required for this project. Proof of registration must be attached to this form.

Name	Position in Team	ECSA Reg. No	Category	SACPCMP Reg. No	Category	No. of Years' Experience
	Site Foreman					

## Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works.)

Description of Project	Position Held	Project Start Date	Project Completion Date	Contract Value	Client and Contact Person	Contact No.

**ATTACH CV'S AND CERTIFIED QUALIFICATIONS OF KEY PERSONNEL TO THIS PAGE**

**Note: Only CV's and Certified Qualifications of Key personnel that were named and shown on the organogram to be attached.**

**COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)**

		<b>MAXIMUM POINTS TO BE ALLOCATED</b>	<b>POINTS CLAIMED BY TENDERER</b>	<b>ALLOCATED POINTS</b>
Company Experience:	Form Q	50		
Plant and Equipment:	Form R	15		
Financial References:	Form S	15		
Key Personnel:	Form T	20		
	<b>Sub- Total</b>	100		
	<b>TOTAL</b>	<b>100</b>		

**Note:**

Total allocated for Quality is 100 points. The minimum threshold required to qualify for the next stage of evaluation is 70 points. Only those tenders that achieve the minimum number will proceed to the price and preference evaluation stage.

**SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM**

1	<b>MAXIMUM POINTS TO BE ALLOCATED</b>
<b>Price</b>	<b>80</b>
<b>Specific Goals</b>	<b>20</b>
<b>TOTAL</b>	<b>100</b>

<b>FORM v: SCHEDULE OF TENDER COMPLIANCE</b>
--

**Note to tenderer:**

This Table has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

FORM NO / GBD NO	FORM DESCRIPTION	TICK IF COMPLETED
A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	
C	PROPOSED AMENDMENTS AND QUALIFICATIONS	
D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS	
E	COMPULSORY DECLARATION	
F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS	
G	CERTIFICATE OF INDEPENDENT TENDER	
H	DECLARATION OF GOOD STANDING REGARDING TAX	
I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
K	DECLARATION OF TENDERER'S LITIGATION HISTORY	
L	AUTHORITY OF SIGNATORY	
M	SCHEDULE OF SPECIALIST SUBCONTRACTORS	
N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	
O	SCHEDULE OF CURRENT COMMITMENTS	
P	REGISTRATION WITH CIDB	
Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS	
R	PLANT & EQUIPMENT	
S	FINANCIAL RESOURCES	
T	MANAGERIAL CAPACITY, EXPERIENCE AND QUALIFICATIONS	

**THE CONTRACT**

PART C1      AGREEMENT AND CONTRACT DATA

PART C2      PRICING DATA

PART C3      SCOPE OF WORKS

PART C4      SITE INFORMATION

**PART C1      AGREEMENT AND CONTRACT DATA**

<b>CONTENTS</b>	<b>PAGE(S)</b>
C1.1 FORM OF OFFER .....	C1.1-1
C1.2 FORM OF ACCEPTANCE .....	C1.2-1
C1.3 SCHEDULE OF DEVIATIONS .....	C1.3-1
C1.4 CONTRACT DATA .....	C1.4-1 to C1.4-6
C1.5 PERFORMANCE GUARANTEE .....	C1.5-1 to C1.5-4
C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) .....	C1.6-1 to C1.6-3
C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) .....	C1.7-1 to C1.7-2



**C1.1**            **FORM OF OFFER**

**C1.2**            **FORM OF ACCEPTANCE**

**C1.3**            **SCHEDULE OF DEVIATIONS**

**C 1.1: FORM of OFFER**

**OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **REFURBISHMENT OF WHITE RIVER LIBRARY**

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

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

**The offered total of the prices, inclusive of any value added tax or sales tax which the law requires the employer to pay, is \_\_\_\_\_**

\_\_\_\_\_ (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 terms of the conditions of the contract identified in the contract data.

**for the TENDERER**

Signature: \_\_\_\_\_

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

Capacity: \_\_\_\_\_

Witness:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**C1.2: FORM of ACCEPTANCE**

**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 C 1: Agreements and contract data, (which includes this agreement) Part C 2:

Pricing data

Part C 3: Scope of work.

Part C 4: 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. 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.

**for the EMPLOYER**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Capacity: \_\_\_\_\_

**Witness:**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**C1.3: SCHEDULE of DEVIATIONS**

1 Subject
Details
2 Subject
Details
3 Subject
Details
4 Subject
Details

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

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

**for the TENDERER**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Capacity: \_\_\_\_\_

**for the EMPLOYER**

Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Capacity: \_\_\_\_\_

**Witness:**

Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**C1.4      CONTRACT DATA**

**C1.4: CONTRACT DATA****C1.5.1 Contract Specific Data**

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement inclusive of the Contract Data Addenda EC and CE (Edition 6.1 of March 2014)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

**The additions, deletions and alterations to the JBCC Principal Agreement are:**

<b>Clause</b>	<b>Additions, deletions and alterations</b>
---------------	---

- |     |  |
|-----|--|
| 1.1 | <p>Replace the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording:</p> <p><b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p><b>BILLS OF QUANTITIES</b> means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.</p> <p><b>CONSTRUCTION PERIOD</b> means the period commencing on the date of site hand over and ending on the date of practical completion.</p> <p><b>CONTRACT DOCUMENTS</b> means the Agreement and all documents referenced therein.</p> <p><b>CONTRACT DRAWINGS</b> means the drawings listed in the Scope of Work.</p> <p><b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance.</p> <p><b>SCHEDULE</b> means the variables listed in the Contract Data.</p> <p><b>CORRUPT PRACTICE</b> means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p><b>FRAUDULENT PRACTICE</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p><b>INTEREST</b> means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p> <p><b>SECURITY</b> means the form of security provided by the <b>employer</b> or <b>contractor</b>, as stated in the <b>schedule</b>, from which the <b>contractor</b> or <b>employer</b> may recover expense or loss.</p> |
| 1.6 | <p>Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:</p> <p>Delete sub-clause 1.6.4</p>  |
| 3.5 | Delete sub-clause 3.5  |
| 3.6 | Delete sub-clause 3.6.   |

3.7 Add to the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the **employer**, **principal agent** and **agents** shall have access at all times.

3.9 Delete sub-clause 3.9

3.10 Replace the second reference to "**principal agent**" with the word "**employer**".

4.3 No clause

5.1.2 Under clause 41 – include reference 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents.

9 Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

10.5 Add the following as 10.5:

**Damage to the works**

(a) Without any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall

bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any

such damage. The **contractor** shall take such precautions and security measures and other steps

for the protection and security of the **works** as the **contractor** may deem necessary.

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising

from damage or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**.

(c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by

the **employer** that is the result of the expected risks as set out in 10.6.

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if

requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.

10.6 Add the following as 10.6:

**Injury to Persons or loss of or damage to Properties**

(a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss,

claim or proceeding whether arising in common law or by statute, consequent upon personal injuries

to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.

(b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss,

claim or proceeding consequent upon loss of or damage or to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the

control of the **employer** or any other body or person, arising out of or in the course of or by reason of

the execution of the **works** unless due to any act or negligence of any person for whose actions the

**employer** is legally liable.

(c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof

the **employer** shall be entitled to cause it to be made good and to recover the cost therefore from the

**contractor** or to deduct the same from amounts due to the **contractor**.

(d) The **contractor** shall be responsible for the protection and safety of such portions of the premises

placed under his control by the **employer** for the purpose of executing the **works** until the issue of

the **certificate of practical completion**.

(e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the

specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works**

has been completed.

(f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any

debris and to rebuild, restore, replace and / or repair such property and to execute the **works**.

10.7 Add the following as 10.7:



**HIGH RISK INSURANCE**

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions which might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

**10.7.1 Damage to the works**

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and hold harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary.

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, replace and/or repair the **works**, at the **contractor's** own costs.

**10.7.2 Injury to persons or loss of or damage to property**

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of construction.

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) **calendar days** of the **commencement date** but before commencement of the **works** submit to the **employer** proof of such insurance policy, if requested to do so.

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the **contractor's** default of his obligations as set out in 10.7.1, 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered on indivisible whole.

15.1.4 Add 15.1.4 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) **calendar days** of date of acceptance of the tender.

15.2.1 Under 41: Amend to read as follows:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1

20.1.3 No clause.

21 Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:

The **contractor** and **principal agent** shall appoint a **selected subcontractor** in accordance with

---

the provisions of the Scope of Work.

29 Clause 29.0 is amended by:-

i) The addition of the following clauses:-

Clause 29.9

“Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed.”

ii) Clause 29.10 – Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

30.1 Replace reference to 36.3 at end of sentence with 36.0

31.12 Delete “Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due.”

32.5.1 Add the following to the end of each of these clauses: “... due to no fault of the **contractor**.”

32.5.4

32.12 Delete sub-clause

34.2 Add # next to 34.2

34.13 Replace “seven (7) **calendar days**” with “twenty one (21) **calendar days**” and delete the words “subject to the **employer** giving the **contractor** a **tax** invoice for the amount due”

36.1 Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:

36.1.3 The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract.

- 36.1.4 The **contractor's** estate being sequestrated liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.
- 36.1.5 The **contractor**, in the judgment of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract.
- 36.3 Replace "**principal agent**" with "**employer**".
- 1.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 41.1.3 the definitions for  
(41.1.3) **CONSTRUCTION PERIOD** and **INTEREST**. Sub-clause 1.1 definitions will apply (see contract data)
- 10.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 10.1, 10.2 and 10.4 so that the  
10.2 provisions of sub-clauses 10.1, 10.2 and 10.4 of the non-**state** clauses will apply to the **state**.
- 11.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 11.1 so that the provisions of clause  
(41.0) 11.1 of the non-**state** clause will apply to the **state**.
- 12.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 12.1 so that the provisions of clause  
(41.0) 12.1 of the non-**state** clause will apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"
- 12.2 Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State  
(41.0) Clauses) to read "Where the **contractor** is responsible for insurances, the **contractor** shall ....."
- 31.11.1 Delete in the Substitute Provisions (41.0 State Clauses) sub-clauses 31.11.1 and 31.11.2 so that the  
31.11.2 provisions of sub-clause 31.11.1 of the non-**state** clause will apply to the **state**.
- 36.7 Add in the Substitute Provisions (41.0 State Clauses) as clauses 36.7, 37.5 and 39.5, the following:  
37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the  
39.5 **employer** or the **contractor**, or for any reason whatsoever, the **contractor** shall on written  
(41.0) instruction, discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.
- 40.2.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and  
40.2.2 40.6 and replace with the following:  
40.3 40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand  
40.4 and the contractor on the other arises out of this **agreement**, such dispute shall be referred to  
40.6 adjudication.  
(41.0) 40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .
- 40.3 Should either party be dissatisfied with the decision given by the adjudicator, dispute shall be finally settled by court proceedings. Neither party shall have recourse to arbitration should they be dissatisfied with the decision given by the **adjudicator** as all disputes will be decided by a court of law.

**The additions to the JBCC Principal Agreement are:**

Clause	Additions
A1	<p><b>A1.0 Labour intensive component of the works</b></p> <p><b>A1.1 Payment of labour-intensive component of the works.</b></p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p><b>A1.2 Applicable labour laws</b></p> <p>The Ministerial Determination, Special Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p><b>1 Introduction</b></p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>1.2 In this document –</p> <p>(a) “department” means any department of the State, implementing agent or contractor;</p> <p>(b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;</p> <p>(c) “worker” means any person working in an elementary occupation on a SPWP;</p> <p>(d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;</p> <p>(e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;</p> <p>(f) “task” means a fixed quantity of work;</p> <p>(g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;</p> <p>(h) “task-rated worker” means a worker paid on the basis of the number of tasks completed</p> <p>(i) “time-rated worker” means a worker paid on the basis of the length of time worked.</p> <p><b>2 Terms of Work</b></p> <p>2.1 Workers on a SPWP are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p> <p><b>3 Normal Hours of Work</b></p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <p>(a) more than forty hours in any week;</p> <p>(b) on more than five days in any week; and</p> <p>(c) for more than eight hours on any day.</p> <p>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.</p> <p>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.</p> <p><b>4 Meal Breaks</b></p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>4.3 A worker may not work during a meal break. However, an employer may require a worker to</p>

	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.
<b>5</b>	<b>Special Conditions for Security Guards</b>
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.
<b>6</b>	<b>Daily Rest Period</b>
	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.
<b>7</b>	<b>Weekly Rest Period</b>
	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").
<b>8</b>	<b>Work on Sundays and Public Holidays</b>
8.1	A worker may only work on a Sunday or public holiday to perform emergency or security work.
8.2	Work on Sundays is paid at the ordinary rate of pay.
8.3	A task-rated worker who works on a public holiday must be paid –
	(a) the worker's daily task rate, if the worker works for less than four hours;
	(b) Double the worker's daily task rate, if the worker works for more than four hours.
8.4	A time-rated worker who works on a public holiday must be paid –
<b>9</b>	<b>Sick Leave</b>
9.1	Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
9.2	A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
9.3	A worker may accumulate a maximum of twelve days' sick leave in a year.
9.4	Accumulated sick-leave may not be transferred from one contract to another contract.
9.5	An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
9.6	An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
9.7	An employer must pay a worker sick pay on the worker's usual payday.
9.8	Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
	(a) absent from work for more than two consecutive days; or
	(b) absent from work on more than two occasions in any eight-week period.
9.9	A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
9.10	A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.
<b>10</b>	<b>Maternity Leave</b>
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
  - (c) 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 SPWP 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) 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 SPWP;
  - (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 SPWP.
- 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 SPWP.

**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 SPWP;
  - (d) use any personal protective equipment or clothing issued by the employer;
  - (e) report any accident, near-miss incident or dangerous behavior 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 a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

	<p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>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.</p> <p><b>18 Termination</b></p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>19 Certificate of Service</b></p> <p>(a) the worker's full name;</p> <p>(b) the name and address of the employer;</p> <p>(c) the SPWP on which the worker worked;</p> <p>(d) the work performed by the worker;</p> <p>(e) any training received by the worker as part of the SPWP;</p> <p>(f) the period for which the worker worked on the SPWP;</p> <p>(g) any other information agreed on by the employer and worker.</p>
<b>A2</b>	<p><b>A2.0 Expanded Public Works Programme</b></p> <p><b>A2.1</b> The Contractor will be required to employ staff which satisfies the EPWP requirements as per the Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP and as stipulated in this Contract.</p>
<b>A3</b>	<p><b>A3.0 Mandatory Training</b></p> <p><b>A3.1</b> The Contractor will be required to provide training to sub-contractors. An allowance for this has been made in the final summary of the bills of quantities, which will be treated as a budgetary allowance which the Contractor can use for training and which may be deducted in part or in whole from the project should it not be used.</p>



**PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this Contract:

Clause	Description														
1.1.1.13	The Defects Liability Period is <b>12 months</b>														
1.1.1.15	The Name of the Employer is the <b>City of Mbombela</b> .														
1.1.1.16	The Name of the Employer's Agent is <b>Jamela Consulting Engineering and Project Management</b> .														
1.1.1.26	The pricing strategy: <b>Re-Measurement Contract</b>														
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <table border="0"> <tr> <td>Physical address:</td> <td>Postal address:</td> </tr> <tr> <td><b>1 Nel Street</b></td> <td><b>PO Box 45</b></td> </tr> <tr> <td><b>MBOMBELA</b></td> <td><b>MBOMBELA</b></td> </tr> <tr> <td><b>1200</b></td> <td><b>1200</b></td> </tr> <tr> <td>Telephone: <b>013 759 2181</b></td> <td></td> </tr> <tr> <td>Fax: <b>013 759 2070</b></td> <td></td> </tr> <tr> <td>E-mail: <a href="mailto:Velly.Mapaila@mbombela.gov.za">Velly.Mapaila@mbombela.gov.za</a></td> <td></td> </tr> </table>	Physical address:	Postal address:	<b>1 Nel Street</b>	<b>PO Box 45</b>	<b>MBOMBELA</b>	<b>MBOMBELA</b>	<b>1200</b>	<b>1200</b>	Telephone: <b>013 759 2181</b>		Fax: <b>013 759 2070</b>		E-mail: <a href="mailto:Velly.Mapaila@mbombela.gov.za">Velly.Mapaila@mbombela.gov.za</a>	
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E-mail: <a href="mailto:Velly.Mapaila@mbombela.gov.za">Velly.Mapaila@mbombela.gov.za</a>															
1.2.1.2	<p>The address of the Employer's Agent is:</p> <table border="0"> <tr> <td>Physical address:</td> <td>Postal address:</td> </tr> <tr> <td><b>16A Alie Van Bergen Street</b></td> <td><b>P O Box 419</b></td> </tr> <tr> <td><b>Whiteriver</b></td> <td><b>Whiteriver</b></td> </tr> <tr> <td><b>Mbombela, 1240</b></td> <td><b>1240</b></td> </tr> <tr> <td>Telephone: <b>013 750 0620</b></td> <td></td> </tr> <tr> <td>E-mail: <a href="mailto:melvin@jamela.co.za">melvin@jamela.co.za</a></td> <td></td> </tr> </table>	Physical address:	Postal address:	<b>16A Alie Van Bergen Street</b>	<b>P O Box 419</b>	<b>Whiteriver</b>	<b>Whiteriver</b>	<b>Mbombela, 1240</b>	<b>1240</b>	Telephone: <b>013 750 0620</b>		E-mail: <a href="mailto:melvin@jamela.co.za">melvin@jamela.co.za</a>			
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E-mail: <a href="mailto:melvin@jamela.co.za">melvin@jamela.co.za</a>															
2.4	<p><b>Variations to the Conditions of Contract are:</b></p> <p>Add the following at the end of sub clause 2.4.1:</p> <p>" The several documents forming the Contract shall rank in the following order of precedence:</p> <ol style="list-style-type: none"> <li>1. Contract Agreement,</li> <li>2. Form of Offer and Acceptance,</li> </ol>														

Clause	Description
	<p>3. Contract Data,            4. Specification Data,            5. Standardized Specifications,            6. Drawings,            7. Bill of Quantities,            8. Statutory Regulations,            9. Other standard specifications.</p> <p>If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply.”</p>
4.3.3	<p>Add the following at the end of sub clause 4.3.2:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> <li>(i) 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 of the Act.</li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</li> <li>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</li> <li>(iv) 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 monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</li> <li>(v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent 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 Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</li> </ul> <p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <ul style="list-style-type: none"> <li>(vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works.</li> </ul>

Clause	Description
	<p>(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p> <p><b>(viii) Acquaint himself with the requirements of COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020, and prepare a suitably and sufficiently documented COVID-19 health and safety plan as contemplated in COVID-19 (C19 OHS), 2020 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment which includes the COVID-19 safety plan shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. The COVID-19 safety plan shall be implemented and maintained from the Commencement of the Works for as long as the declaration of a national disaster published in <i>Government Gazette</i> 43096 on 15 March 2020 remains in force.</b></p> <p>The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 Of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997).</p> <p>The following arrangements and procedures will apply:</p> <ul style="list-style-type: none"> <li>(i) The Contractor shall himself obtain the Mining Authorization for the sites.</li> <li>(ii) Contractor shall assume responsibility for the Environmental Management Programs (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract.</li> <li>(iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract.</li> <li>(iv) This Agreement shall hold good from the date on which the Mining Authorization is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991.</li> <li>(v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010).</li> <li>(vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended.</li> <li>(vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.</li> </ul>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (refer to clause 4.3.1)</li> <li>• Initial programme (Refer to clause 5.6.1)</li> <li>• Security (Refer to clause 6.2.1)</li> <li>• Insurance (Refer to Clause 8.6.1)</li> </ul>
5.3.2	<p>The time to submit the documentation required, before commencement with Works execution is <b>14 calendar days</b>.</p>
5.4.2	<p>The access and possession of site shall not be exclusive to the Contractor.</p>

Clause	Description
5.8.1	The non-working days are public holidays and Sundays. The special non-working days are: The year-end break from <b>18-Dec-2023 to 05-Jan-2024, 17 December 2024 to 03 January 2025, 15 December 2025 to 02 January 2026 OR AS PER SAFCEC To Be Announced</b>
5.13.1	The penalty for failing to complete the Works is: is <b>0.05 %</b> of the Total Tender Sum per Calendar Day
5.14.1	Practical completion is reached when: The completed paving streets can be opened to traffic for use.
5.16.3	The latent defect period is <b>10 years</b> after date of completion
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is <b>15%</b> .
6.8.2	This contract does include for contract price adjustment
6.8.3	Price adjustments for variations in the costs of special materials are <b>not</b> allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80%</b>
6.10.3	The limit of retention money is <b>10%</b>
8.6.1.1.2	Not required.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at <b>12%</b> of the claim value.
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.3	The limit of indemnity for liability insurance is <u>R 5 000 000.00</u> for any single liability claim
10.5.2	Dispute resolution shall be <b>ad-hoc</b> adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is <b>one</b> .
10.7.1	The determination of disputes shall be by <b>arbitration</b> .
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.

## PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works*, Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause of Conditions of Contract to which it mainly applies.

Clause	Description						
1.1.1.9	The <b>Contractor</b> is .....						
1.2.1.2	The Contractor's address for receipt of communications is: Physical address: ..... Postal address: ..... ..... ..... ..... ..... Telephone: ..... Fax: ..... E-mail: .....						
1.1.1.14	The time for achieving Practical Completion of the whole of the Works is ..... <b>weeks</b> after Commencement Date (site handover).						
6.2.1	The security to be provided by the Contractor shall be <b>one</b> of the following <table border="1" style="margin-left: 20px;"> <thead> <tr> <th style="text-align: center;">Type of Security</th> <th style="text-align: center;">Contractor to choose: Indicate " Yes" or " No"</th> </tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the contract sum</td> <td></td> </tr> <tr> <td>Performance guarantee of 10% of the contract sum</td> <td></td> </tr> </tbody> </table>	Type of Security	Contractor to choose: Indicate " Yes" or " No"	Cash deposit of 10% of the contract sum		Performance guarantee of 10% of the contract sum	
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Performance guarantee of 10% of the contract sum							

**PART C2  
PRICING DATA**



**Bid No: COM 94/2023  
PROJECT NAME: REFURBISHMENT OF WHITE RIVER LIBRARY**

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**C1.1 GUARANTEE  
Form of Guarantee**

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Engineer" 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 .....

Amount in words: .....

"Expiry Date" means: .....

**CONTRACT DETAILS**

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

**PERFORMANCE GUARANTEE**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer 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. The Guarantor hereby acknowledges that:  
  
any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;  
  
3.1 its obligation under this Performance Guarantee is restricted to the payment money.
4. Subject to the Guarantor's maximum liability refer to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

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- 4.1 A copy of first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 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 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 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:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 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 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, 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.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of original Performance Guarantee by Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 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.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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**PROJECT NAME: REFURBISHMENT OF WHITE RIVER LIBRARY**

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14. 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 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at.....

Date.....

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

Capacity.....

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

Capacity.....

Witness signatory (1).....

Witness signatory (2).....



**C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**  
**(ACT NO 85 OF 1993)**

**AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at .....

on this the ..... day of ..... in the year .....

between CITY OF MBOMBELA (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as .....

and .....

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

.....

in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz REFURBISHMENT OF WHITE RIVER LIBRARY and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Joint building Contracts Committee (hereinafter referred to as "the JBCC"),
  - (b) the date of termination of the Contract in terms of JBCC
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or Mandatory, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
  - (c) **All the requirements, regulations and standards of the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020.**
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

6 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
- (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER: \_\_\_\_\_

WITNESS 1 \_\_\_\_\_ 2 \_\_\_\_\_

NAME 1 \_\_\_\_\_ 2 \_\_\_\_\_

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY: \_\_\_\_\_

WITNESS 1 \_\_\_\_\_ 2 \_\_\_\_\_

NAME 1 \_\_\_\_\_ 2 \_\_\_\_\_

(IN CAPITALS)

**C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_ 20\_\_\_\_,

Mr/Ms \_\_\_\_\_ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL

HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of:

\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS CAPACITY AS: \_\_\_\_\_

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

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESS:                    1. \_\_\_\_\_                    2. \_\_\_\_\_

NAME (in capitals):        1.    \_\_\_\_\_                    2.    \_\_\_\_\_

**PART C2            PRICING DATA**

## **C2.1 PRICING INSTRUCTIONS**

### **C2.1: PRICING INSTRUCTIONS**

#### **C2.1 PRICING INSTRUCTIONS**

1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:

- a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
- b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
- c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).

2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

3 Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

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

5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

6 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.

7 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

8 The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.

9 Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.

10 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

11 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)

12 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities

13 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.

14 The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.

15 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.

16 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

- a) an amount which is not to be varied, namely Fixed (F)
- b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
- c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

17 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:

- a) 10 percent is Fixed;
- b) 15 percent if Value Related
- c) 75 percent is Time Related.

18 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

19 All work is to be constructed using labour-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract

20 Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labour-intensive methods. Any unauthorized 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.

21 The tenderer is to acquaint him as to the specific requirements of this tender as contained in additional clauses A1 to A2 to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements



**C2.2: BILL OF QUANTITIES**

SCHEDULE OF QUANTITIES

SUMMARY OF SCHEDULE OF QUANTITIES

**C2.2 SCHEDULE OF QUANTITIES**

**(See Separately Attached Bill of Quantities)**

**PART C3      SCOPE OF WORKS**

<b>PART C3: SCOPE of WORK</b>
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**C3.1: DESCRIPTION of WORKS****C3.1 DESCRIPTION OF THE WORKS****C3.1.1 EMPLOYER'S OBJECTIVES**

The Employer requires the **REFURBISHMENT OF WHITE RIVER LIBRARY**. This library is situated at the White River Town falling within the City of Mbombela in the Ehlanzeni District, Mpumalanga Province.

The Employer desires that the work required be of a high standard and be completed in the shortest practical time whilst creating jobs for local labourers and contractors.

**C3.1.2 OVERVIEW OF THE WORKS**

The contract entails the renovation of the Whiteriver Library which consists of the following:

- Main hall
- Kitchen
- Ablution
- Store room
- Auditorium
- Offices.

**C3.1.3 EXTENT OF WORKS**

Municipality for comments.

**Temporary Accommodation**

- Relocation and temporary accommodation of key library functions to prefabricated structures.

**Building works**

- Repairing of wall cracks
- Plastering
- Paintwork
- Ceiling and partitioning
- Tiling
- Carpentry

**Electrical Works**

- Internal reticulation, lighting and power sockets inspection and re- installation
- Electrical backup GenSet or Solar

**Mechanical Works**

- Extractors fans in the ablutions
- Door grilles in the ablutions for cross ventilation
- Hand driers in the ablutions
- Air conditioning inspection and maintenance.

**Road**

- Resurfacing of Parking area
- Markings

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Schedule of Quantities.

**C3.1.4 LOCATION OF THE WORKS**

The project is located in White River area within the City of Mbombela under the jurisdiction of the Ehlanzeni region of the Mpumalanga Province.

The library is situated at **Lat: 25°32'98.69"S Long: 31°01.78.71"E**.

**C3.1.5 TEMPORARY WORKS**

The Contractor shall, as relevant,

- a) provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and
- b) Construct and maintain haulage, temporary access and construction roads, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads.
- c) Temporary water connections, Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned.
- d) Safety and Security of the Contractors' temporary works shall be at the Contractors' discretion.
- e) The camp shall be adequately guarded during or outside working hours.

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

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works (if applicable) and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the record drawings.

**C3.2.2 EMPLOYER'S DESIGN**

The Employer's Design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

**C3.2.3 CONTRACTOR'S DESIGN**

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

**C3.2.4 DRAWINGS**

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

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

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

The Drawings prepared by the Employer for the permanent Works are listed below and are bound in a separate document or is attached at the back of this volume. The Employer reserves the right to issue and/or amended additional drawings during the Contract.

**Note: No drawings issued.**

**C3.2.5      DESIGN PROCEDURES**

Not applicable.



**C3.3: PROCUREMENT****C3.3 PROCUREMENT****C3.3.1 PREFERENTIAL PROCUREMENT****C3.3.1.1 Requirements**

Tenders will be evaluated in terms of the City of Mbombela Preferential Procurement Policy. Points will be awarded for price and specific contract participation goals as contained in the Tender Data.

**C3.3.1.2 Resource standard pertaining to targeted procurement**

The Preferential Procurement Policy (PPP) of the City of Mbombela is applicable to this project. Refer to the Tender Data.

**C3.3.2 SUBCONTRACTING**

Local subcontractors should be considered provided they are capable.

**C3.3.2.2 Preferred subcontractors/suppliers**

Where possible, local subcontractors should be considered for subcontract work provided they are capable.

**C3.3.2.3 Subcontracting procedures**

The contractor is solely responsible for negotiating with local subcontractors.

**C3.3.2.4 Attendance on subcontractors**

Not applicable.

<b>C3.4: CONSTRUCTION</b>
---------------------------

**C3.4 CONSTRUCTION****C3.4.1 WORKS SPECIFICATIONS**

The following specifications shall apply for the construction of the Works.

**C3.4.1.1 Standard Specifications**

Applicable SANS 2001 Standards:

- SANS 2001-BE1:2008 Construction works Part BE1 : Earthworks (general)
- SANS 2001-BS1:2008 Construction works Part BS1 : Site clearance
- SANS 2001-CC1:2007 Construction works Part CC1 : Concrete works (structural)
- SANS 2001-CC2:2007 Construction works Part CC2 : Concrete works (minor works)
- SANS 2001-CG1:2007 Construction works Part CG1 : Installation of glazing in window and door frames
- SANS 2001-CM1:2007 Construction works Part CM1 : Masonry walling
- SANS 2001-CS1:2005 Construction works Part CS1 : Structural steelwork
- SANS 2001-CT1:2007 Construction works Part CT1 : Structural timberwork (flooring)
- SANS 2001-CT2:2007 Construction works Part CT2 : Structural timberwork (roofing)
- SANS 2001-DP1:2008 Construction works Part DP1 : Earthworks for buried pipelines and prefabricated culverts
- SANS 2001-EM1:2007 Construction works Part EM1 : Cement plaster

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 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914 – 1 to 6 (2002): Targeted Construction Procurement

SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts

Part 1: General Engineering and Construction Works

SANS 1921 – 5 (2004): Generic Labour Intensive Specification

Part 5: Earthworks.

**STATUS**

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

**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.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for building contracts, and they may therefore cover items not applicable to this particular contract.

**PART A: GENERAL****PS-1 PROJECT DESCRIPTION**

The associated works for the project will entail construction of the following;

- As described above

## PS-2 DESCRIPTION OF THE SITE AND ACCESS

### 2.1 Location of site

The Site comprises: Portion of erf located at the Town of White River in Mbombela, in Mpumalanga Province  
Coordinates :

The	<b>South Coordinate</b>	<b>East Coordinate</b>
	25°32'99.03"	31° 01'77.66"

## PS-3 DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:

### 3.1 Project, REFURBISHMENT OF WHITE RIVER LIBRARY

#### 3.1.2 Scope of Work under BID No. COM 94/2023

In an endeavor to fulfil the objectives of City of Mbombela, the following construction works will be carried out.

#### REFURBISHMENT Works

- Main Library 586m<sup>2</sup> including ancillary spaces housing
- The as-built drawings will be submitted to the building section at the Municipality for comments.

#### Electrical Works

- Internal reticulation, lighting and power sockets inspection and re- installation
- Electrical backup GenSet or Solar

#### Mechanical Works

- Extractors fans in the ablutions
- Door grilles in the ablutions for cross ventilation
- Hand driers in the ablutions
- Air conditioning

### 3.2 Climatic conditions

The rainfall data for the area is as adopted from the Mbombela weather station as tabulated under clause 2.1.6 of Part C1 of this volume.

### 3.3 Labour recruitment conditions

A Project Steering Committee (PSC) will be established and is a vital means of communication between all parties involved with the project. The composition of the PSC comprises representation by 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 PSC, and this representative may be also required to attend the monthly PSC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organizations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labor is to be used and the employment of such labor is to be done in conjunction with the PSC. The PSC shall appoint a Community liaison officer (C.L.O.) (which shall be remunerated under the contract)

who shall be in full time employ of the contract. The duties of the C.L.O. shall consist inter alia of the following:

- To be available on site daily between the hour of 07:00 and 17:00 and at other times as the need arises. His normal working day will extend from 07:00 in the morning until 17:00 in the afternoon.
- To communicate daily with regard to number and skills, to facilitate in labour disputes and to assist in their resolution.
- To attend all meetings in which the community and/or labour are present or are required to be represented.
- To attend all PSC meeting to report on labour.
- To assist in the identification and screening of laborers from the community in accordance with the contractor's requirements.
- To advise and inform temporary laborers of their conditions of employment and to inform temporary laborers as early as possible when their period of employment will be terminated.
- To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- To keep a daily written record of his interviews and community liaison, labour force etc.
- To attend monthly site meetings and report in writing on labour and contract matters.
- Keeping a data base of available labour.
- All such other duties as agreed upon between all parties concerned.
- Compile a list of available skills in the area (skills audit).

### 3.4 Construction in confined Areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in project specifications, measurement and payment shall be in accordance with the specified dimensions only, irrespective of the method used for achieving these dimensions, and that the Bided rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

## PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

### 4.1 General

The Contractor is referred to **SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts**. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

### 4.2 Drawings (Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)

The reduced drawings which form part of the Bid documents shall be used for Biding purposes only and is attached at the back of this document under section C4.3.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense re-produce further paper prints required for the construction of the work.

**At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period.**

Any information which the Contractor has control over and which is required by the Engineer to complete the as-built drawings shall be made available to the Engineer before the Certificate of Completion is issued. Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction work. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

**4.3 Responsibilities for design and construction** *(Read with SANS 1921 – 1:2004 Clause 4.2)*

**4.3.1** The responsibility strategy followed in this contract shall be A.

**4.3.2** The structural engineer responsible for the design in accordance with the specification is: **Jamela Consulting and Project Management.**

**4.4 Planning, Programme and Method Statements** *(Read with SANS1921-1:2004 clause 4.3)*

The project will be implemented in a single financial year. The tenderer must ensure the following;

- All P & Gs costs including establishing ,de establishing, and subsequent reestablishing costs for the implementation the works.
- Contract price adjustment will not be applicable for this contract.

**4.4.1 Preliminary programme**

The Contractor shall include with his Bid a preliminary programme on the prescribed form to be completed by all Bidders. 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.

Bidders may submit Bids for an alternative Time for Completion in addition to a Bid based on the specified Time for Completion. Each such alternative Bid shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his Bided 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.

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Bid. These same constraints shall apply to the final construction programme.

- a) The Contract will be as Bided by the contractor. Plant and personnel requirements to complete the project must be incorporated in the Bid and shown on the programme.
- b) A high standard of traffic accommodation
- c) The relocation of services
- d) Ancillary works by Emerging Contractors

**4.4.4 Delay in Completion**

The Contractor shall organise the Works in such a manner that no delays occur. Delays due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be counted and full power is reserved by the Engineer to order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

**4.5 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.

**4.6 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 storm water 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.

**4.7 Earthworks** *(Read with SANS 1921 – 1: 2004 clause 4.10)***4.7.1 Borrow pits and spoil areas**

The borrow pits to be used for this contract shall be pointed out at the Site Inspection. The Contractor shall be permitted to use only those borrow pits approved by the Engineer.

The spoil sites shall be determined on site in conjunction with the Engineer, the PSC, and the local communities. The Contractor shall be permitted to use only those spoil areas approved by the Engineer.

Should the Contractor wish to use any other spoil area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer and the landowner.

**4.8 Testing** *(Read with SANS 1921 – 1 : 2004 clause 4.11)***4.8.1 Process control**

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

**4.8.2 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 shall have his own acceptance control tests carried out by a dedicated site laboratory as approved by the client. The cost of acceptance testing shall be to the account of the client.

**4.9 Site Establishment** *(Read with SANS 1921 – 1 : 2004 clause 4.14)***4.9.1 Contractor's camp site and depot**

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and laborers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor. The chosen site shall be subject to the approval of the Engineer and the Project Steering Committee (PSC). Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts Bided for the various items of work for which these services are required.

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.

**4.9.2 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 will only be allowed where temporary facilities have to be provided.

**4.10 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.

**4.11 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.

It is the contractors responsibility to identified services that will interact with the construction work. The contractor will be responsible to do the application and negotiation on the relocation of the sifting of services. 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.

Services belonging to the following service owners will be encountered.

Service owner	Type of service
Eskom	Electrical/Power lines
Telkom	Telephone lines
Sembcorp/ City of Mbombela	Water and sewer lines and reticulation within the rural area
Department of Water and Sanitation	Bulk water and sewer lines
Tribal Authority	Land owner, graves
Private owners	Property boundaries and perimeter fencing.

Estimate quantities and specifications were included in the bill of quantities for the protection and/or shifting of services (Bill item 12.01-Relocation of existing services).

Two weeks prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The contractor shall make provision in his programme for the location and/or shifting of services.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.



## **4.12 Health and Safety** (Read with SANS 1921 - 1: 2004 clause 4.18)

### **4.12.1 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 (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 7 February 2014 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 in the form as included in section C1.5.

### **4.12.2 Health and Safety Specifications and Plans**

#### (a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in Section C3.3, of the Bid documents as part of the Particular Specifications.

#### (b) Bidder's Health and Safety Plan

The Bidder shall submit with the bid his own documented Health and Safety Plan he proposes to be implement for the execution of the work under the contract. The 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 9 to 30;
- (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 7*);
- (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 8 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 2014.

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

### **4.12.3 Cost of compliance with the OHSA Construction Regulations**

The rates and prices Bided 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.

**4.14 Management of the environment** *(Read with SANS 1921 - 1 : 2004 clause 4.19)*

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

**4.14.1 Natural Vegetation**

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 where directed by the Engineer.

**4.14.2 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.

**4.14.3 Environmental Management Plan**

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications, will be adhered to.

**PS-5 Expanded Public Works Programme (EPWP) labour intensive specification****5.1. Labour Regulations****5.1.1 Payment for the labour-intensive component of the works**

Payment for works identified in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

**5.1.2 Applicable labour laws**

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R949 in Government Gazette 33665 of 22 October 2010, as reproduced below, shall apply to works described in the scope of work as being labour.

**5.1.3 Introduction**

This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a EPWP.

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 a EPWP;
- (c) “worker” means any person working in an elementary occupation on a 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.

**5.1.4 Terms of Work**

5.1.4.1 Workers on a EPWP are employed on a temporary basis or Contract Basis.

**5.1.5 Normal Hours of Work**

5.1.5.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

5.1.5.2 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.

5.1.5.3 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.

**5.1.6 Meal Breaks**

5.1.6.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

5.1.6.2 An employer and worker may agree on longer meal breaks.

5.1.6.3 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.

5.1.6.4 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.

**5.1.7 Special Conditions for Security Guards**

5.1.7.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

5.1.7.2 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.

**5.1.8 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.

**5.1.9 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”).

**5.1.10 Sick Leave**

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

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

5.1.10.3 A worker may accumulate a maximum of twelve days’ sick leave in a year.

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

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

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

5.1.10.7 An employer must pay a worker sick pay on the worker’s usual payday.

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

- (a) absent from work for more than two consecutive days; or

(b) absent from work on more than two occasions in any eight-week period.

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

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

**5.1.11 Maternity Leave**

5.1.11.1 A worker may take up to four consecutive months' unpaid maternity leave.

5.1.11.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

5.1.11.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

5.1.11.4 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.

5.1.11.5 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

(c) 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.

5.1.11.6 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.

**5.1.12 Family responsibility leave**

5.1.12.1 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.

**5.1.13 Statement of Conditions**

5.1.13.1 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.

5.1.13.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

5.1.13.3 An employer must supply each worker with a copy of these conditions of employment.

**5.1.14 Keeping Records**

5.1.14.1 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.

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

**5.1.15 Payment**

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

account.

5.1.15.2 a worker may not be paid less than the minimum EPWP wage rate of **R288.10** per day or per task. This will be adjusted annually on the 1<sup>st</sup> of November in line with inflation (Available CPI as provided by Stats SA six (6) weeks before implementation)

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

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

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

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

5.1.15.7 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.

5.1.15.8 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.

5.1.15.9 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.

5.1.15.10 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.

#### **5.1.16 Deductions**

5.1.16.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

5.1.16.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

5.1.16.3 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.

5.1.16.4 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.

#### **5.1.17 Health and Safety**

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

5.1.17.2 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.

#### **5.1.18 Compensation for Injuries and Diseases**

5.1.18.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

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

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

5.1.18.4 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.

**5.1.19 Termination**

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

5.1.19.2 A worker will not receive severance pay on termination.

5.1.19.3 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.

5.1.19.4 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.

5.1.19.5 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.

**5.1.20 Certificate of Service**

5.1.20.1 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.

**5.1.21 Contractor’s default in payment to Labourers and Employees**

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

**5.1.22 Provision of Hand tools**

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions.

**5.1.23 Reporting**

The Contractor shall submit monthly returns/reports as specified below:

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Plant utilization returns
- Progress report detailing production output compared to the programme of works intensive and which are undertaken by unskilled or semi-skilled workers.

**9.2 Labour intensive competencies of supervisory and management staff**

Contractors having a CIDB contractor grading designation of 7GB and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period XXXXXX to XXXXXX, are registered for training towards, the skills programme outlined in Table 1.

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

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

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b>

		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	} any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, <b>and</b>
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	} any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

**5.2 Employment of unskilled and semi-skilled workers in labour-intensive works – According to SANS 1914-5.**

**5.2.1 Requirements for the sourcing and engagement of labour.**

5.2.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

5.2.1.2 The normal Government Gazette rate as published by the department of labour and revised annually will be applicable in case the City of Mbombela does not have a set rate for the locals and EPWP projects. When Government Gazette becomes applicable, the rate will change when the new rates become gazetted by the Minister of Labour

5.2.1.3 Tasks established by the contractor must be such that:

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

5.2.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 5.2.1.3.

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

- a) where the head of the household has less than a primary school education;
- b) that has less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.

- d) those that are not in receipt of any social security pension income

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

- a) 55 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

### **5.3 Specific provisions pertaining to SANS 1914-5**

#### **5.3.1 Definitions**

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

#### **5.3.2 Contract participation goals**

5.3.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

5.3.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-

rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

#### **5.3.3 Terms and conditions for the engagement of targeted labour**

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

#### **5.3.4 Variations to SANS 1914-5**

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

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

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

#### **5.3.5 Training of targeted labour**

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

5.3.5.2 The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

5.3.5.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email [cinderella.makunike@dpw.gov.za](mailto:cinderella.makunike@dpw.gov.za) Tel: 083 677 4026.

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

5.3.5.5 The contractor shall do nothing to dissuade targeted labour from participating in training



programmes.

5.3.5.6 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 5.3.5.1 to 5.3.5.5 above.

5.3.5.7 Proof of compliance with the requirements of 5.3.5.1 to 5.3.5.5 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

**PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS**

**B1 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS**

In certain clauses in the standard, standardized and particular specifications, allowance is made for 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 the necessary 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 B followed by a number corresponding to the relevant clause or payment item in the standard specification.

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 B, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

**SECTION 1100: DEFINITION AND TERMS**

- (a) In all cases where “**Directorate Transport Planning**” appears in the text or in drawings contained in this document it shall be read as “CITY OF MBOMBELA”.

**SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS**

**B1202 SERVICES**

*DELETE AND REPLACE THE WORDS :*

“Clause 15 of the general conditions of contract” *in the first sentence of the eleventh paragraph with* “Clause 5.6 of the General Conditions of Contract for construction works third Edition 2015 edition.”

**B1205 WORKMANSHIP AND QUALITY CONTROL**

*ADD THE FOLLOWING :*

“Quality control (Scheme 1) as detailed in Section 8100 will be used for determining the acceptance levels with respect to the properties of the materials and workmanship executed by the contractor.”

**B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS**

*DELETE THE ENTIRE CONTENTS OF THE FIRST PARAGRAPH AND THE FOLLOWING WORDS IN THE FIRST SENTENCE OF THE SIXTH PARAGRAPH:*

“and of clause 14 of the general conditions of contract.”

*ADD THE FOLLOWING:*

The contractor will be responsible for verifying all dimensions of existing structures before setting out the

works.

**B1209 PAYMENT**

*AMEND SUB CLAUSE (E) MATERIALS ON SITE BY DELETING AND REPLACING THE WORDS:*

“Clause 52 of the general conditions of contract” *IN THE FIRST SENTENCE OF THE FIRST PARAGRAPH WITH:* “Clause 6.10 of the General Conditions of Contract for construction works third Edition 2015 edition.”

**B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS**

*DELETE AND REPLACE THE WORDS IN THE FIRST PARAGRAPH :*

“Clause 54 of the general conditions of contract” *in the fourth line of the first sentence with:* “Clause 5.14 of the General Conditions of Contract for construction works third Edition 2015 edition.”

**B1212 ALTERNATIVE DESIGNS AND OFFERS**

*ADD THE FOLLOWING TO THE END OF SUB CLAUSE (M) :*

"The provision for contract price adjustment in the original Bid summary may not, under any circumstances, be altered in an alternative Bid"

**B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL**

*DELETE AND REPLACE THE WORDS IN THE FIRST PARAGRAPH:*

“Clause 45 of the General Conditions of Contract” *IN THE FIRST LINE OF THE FIRST SENTENCE WITH:* “Clause 5.12 of the General Conditions of Contract for construction works third Edition 2015 edition.

*ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:*

“Method (I) (Rainfall formula) shall be used on this contract.  
The average rainfall of the area is 450.5 mm/year.

**B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED IS COMMENCED**

*DELETE AND REPLACE THE WORDS IN THE FIRST PARAGRAPH :*

“Clause 35 of the general conditions of contract” *IN THE SECOND LINE OF THE FIRST SENTENCE WITH:* “Clause 8.2 of the General Conditions of Contract for construction works third Edition 2015 edition.”

**B1229 SABS CEMENT SPECIFICATIONS**

*REPLACE ALL PARAGRAPHS WITH THE FOLLOWING:*

“The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466 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. The following summary table shall apply:

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class

OPC	CEM I	32,5
	CEM I	32,5R
RHC	CEM I	42,5
	CEM I	42,5R
LASRC	No provision made	No provision made

PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
PC15FA	CEM II/A-V	32,5
	CEM II/A-V	32,5R
	CEM II/A-W	32,5
	CEM II/A-W	32,5R
RH15FA	CEM II/A-V	42,5
	CEM II/A-V	42,5R
	CEM II/A-W	42,5
	CEM II/A-W	42,5R
PBFC	CEM III/A	32,5
	CEM III/A	32,5R
PFAC	CEM II/B-V	32,5
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R
	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.”

*ADD THE FOLLOWING NEW SPECIFICATIONS:*

**“B1230 ENVIRONMENTAL IMPACT CONTROL**

Respect for the environment is an important aspect of this contract. The environmental control of the site shall be governed by the Environmental Management Plan (EMP) included in Particular Specification C3.3 of this document, which provides, inter alia for:

- (a) The Contractor must allow for the satisfactory combating of dust and noise nuisance throughout the contract length during construction.
- (b) The Contractor must make provision for the prevention of excessive erosion and siltation throughout the Contract and in particular on adjacent land.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not, under any circumstances be allowed.
- (e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected

area. Emergency measures in the event of spillage must be set out and the responsible person made aware of the required action. The construction of temporary and or permanent dams must be done with the necessary approvals from the Department of Water Affairs and Forestry and Environmental Affairs and Tourism.

(f) Bituminous and/or other hazardous products shall not be spoiled on site and may only be disposed of in licensed authorized disposal facilities.

(g) Control of invader species of plants.

No separate payment will be made for observing these requirements as it is deemed to be included in the amount Bided for Item 13.01(c) but any avoidable non-compliance with these rules may be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item.”

**“B1231 WORKMEN’S COMPENSATION ACT**

All labour employed on the site shall be covered by the Workmen’s Compensation Act. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act.

The manner in which Workmen’s Compensation shall be handled shall be resolved by the Contractor at the commencement of the contract.”

**“B1232 CARE OF WORKS, DAMAGE, INJURY AND INSURANCE**

**Add Sub-Clause 18.3(g) to this clause**

The contractor shall within 14 days of the commencement date provide the Employer / Engineer the relevant policy or policies of insurance

<b>Item</b>	<b><u>Unit</u></b>
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**“B12.04 Provision for a Community Liaison Officer**

a) Provisional sum for the payment of the Community Liaison Officer and PSC Members P Sum

b) Handling cost and profit in respect of sub-item (a) above  
*(state % and extent as an amount)* Percentage (%)

The provisional amount for sub-items B13.02 (b)(I) allows for the remuneration of the community liaison officer. The reimbursement shall be a fixed amount per month to be instructed by the Engineer.

The percentage Bided in pay items B13.02(a)(II), (IV) and (b) (II) shall be applied to the amount expended under pay items (a)(I), (a)(III) and (b)(I) respectively to generate an amount that covers all the monies required by the contractor for managing costs that may arise from the payment, including the contractor’s profit and overheads.”

<b>Item</b>	<b><u>Unit</u></b>
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**“B12.32 Provision for accredited training**

a) Generic skills P Sum

b) Entrepreneurial skills P Sum

c) Handling cost and profit in respect of sub-item (a) and (b) above  
 13 Part C3.3: Particular Specifications

*(state % and extend as an amount)*

Percentage (%)

d) Training venue (only if required)

L Sum

The percentage Bided in pay items B13.03 (c) and (d) shall be applied to the amount expended under pay items (a) and (b) respectively to generate an amount that covers all the monies required by the contractor for managing costs that may arise from the payment, including the contractor's profit and overheads."

**SECTION 1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL**

**B1402 OFFICES AND LABORATORIES**

**(a) General**

*Add the following new paragraph at the end of this sub-clause:*

"The offices, laboratory and stores shall, unless otherwise agreed, be erected in close proximity to the contractor's offices and laboratory, and the entire area shall be fenced with security fencing and provided with a gate. The contractor shall take all reasonable precautions to prevent unauthorized entry to the Engineer's offices and laboratories and to ensure the general security of the offices and laboratories."

*Add the following new sub clause:*

"1402 (i) Survey equipment

The contractor shall provide and make available at all times for the exclusive use of the Engineer and his staff the necessary survey equipment comprising of the following:

- a) 1 x tachometer capable of reading to 20 seconds of arc with tripod,
- b) 1 x engineer's automatic level with tripod,
- c) 2 x tachometer staff with staffs bubble,
- d) 1 x level staff with staff bubble,
- e) 2 x ranging rods,
- f) 1 x builder's spirit level of length 900mm,
- g) 1 x steel tape of length 30m,
- h) 1 x pocket tape of length 3m,
- i) 1 x 6V, 8-cell torch with spare batteries, and
- j) all steel and wood pegs, concrete, hammers, picks, etc., that the Engineer may require.

The contractor shall provide proof, at the start of the Contract, that the tachometer and level have recently been serviced by an acceptable institution and shall, throughout the Contract, service and maintain all survey equipment and he shall insure same and indemnify the Employer and the Engineer against all claims for loss, breakage or theft of such equipment.

The tachometer and tachometer staffs may be shared by arrangement between the Contractor and the Engineer, but the other instruments shall be provided for the exclusive use of the Engineer.

On completion of the Works, the equipment will be returned to the Contractor who shall remove it from the site.

Two suitable, trained and experienced workmen to be used as survey assistants and two suitable labourers to assist with control testing shall be made available to the Engineer during the working hours as and when required. As far as practical the same assistants and labourers, shall be allocated to the Engineer for the full duration of construction."

*Add the following new sub-item:*

13 Part C3.3: Particular Specifications

<u>ITEM</u>	<u>UNIT</u>
"B14.13 i) Survey Equipment needed by the Engineer P Sum	
ii) Handling cost and profit in respect of sub-item B14.12(a) and (b) and Survey Equipment Percentage (%)	

The prime cost sum shall be expended in accordance with the provisions of the general conditions of contract. Payment to the Engineers shall be made within fourteen (14) days after such order has been given by the engineer. The contractor shall provide detailed proof of payment before payment shall be certified to the contractor.

The Bided percentage in item B14.13 is an extra over percentage on the amount actually spent under sub-item B14.13 which shall include full compensation for the handling costs and profit of the contractor."

**SECTION 1800 : DAYWORKS**

**B1801 Day works**

Day works are specified in C3.3 Particular Specification, Section DWK: Day works

**B1802 Measurement and Payment**

*ADD THE FOLLOWING PAYMENT ITEMS:*

<u>Item</u>	<u>Unit</u>
B18.00 DAYWORK SCHEDULE	
B18.01 Laborers:	
(a) Unskilled	hr
(b) Semi-skilled	hr
(c) Skilled	hr
B18.02 Foreman	hr
B18.03 Tipper trucks:	
(a) 3 – 5 ton	hr
B18.04 Loader (0.5 m <sup>3</sup> bucket)	hr
B18.05 Excavator (Cat 350 or similar)	hr
B18.06 Hand Controlled Compactors	
(i) Pedestrian roller (Bomag BW90 or similar)	hr
(ii) Vibrating plate	hr
B18.07 Materials acquired under day works:	
(a) Provisional sum for materials acquired under days works P Sum	
(b) Handling costs and profit in respect of sub-item 18.16 (a) above	%

The payment of Day works will be dealt with as specified in C3.3 Particular Specification, Section DWK: 13 Part C3.3: Particular Specifications

Day works.

**6100 : FOUNDATIONS FOR STRUCTURES**

**B6106 FOUNDING**

Add the following paragraph :

"Where founding takes place in soils or at "founding level" before the placing of foundation fill the in-situ material in the bottom of the excavation shall be compacted to a density of 90% or 93% of modified AASHTO density as directed by the engineer. The depth of preparation and compaction of founding material shall be specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section."

**B6108 BACKFILL AND FILL NEAR STRUCTURES**

**(a) General**

Add the following:

(iv) "During backfilling within 1,0m of any concrete structure, or as directed by the Engineer, only hand operated mechanical compaction equipment shall be used to achieve the required density."

**B6109 FOUNDATION FILL**

Add the following after the 3rd paragraph:

"Granular foundation fill shall be constructed from selected subgrade material.

Add the following after the 6th paragraph:

Concrete screeds shall extend 200mm beyond the horizontal dimensions of all footings to facilitate the placing of formwork, unless otherwise directed by the engineer.

In the case of structures where excessive ground water is encountered, the screed shall extend over the full plan area of the base of the excavation. Payment shall be made for the quantity of concrete calculated as the product of the specified thickness of the screed and the actual area of screed specified by the engineer up to a maximum area of the product of the neat footing length plus 750mm and the neat footing width plus 750mm."

**B6115 MEASUREMENT AND PAYMENT**

Add the following new items:

<b>"ITEM</b>	<b>UNIT</b>
B61.51 (a) Preparation and compaction of in situ founding material to 90% Mod. AASHTO density (depth indicated) cubic metre (m <sup>3</sup> )	
(b) Extra over item B61.51(a) for compaction to 93% of Mod. AASHTO density (depth indicated) cubic metre (m <sup>3</sup> )	

The unit of measurement shall be the cubic metre of founding material prepared and compacted to the density as specified in accordance with Clause B6106 of these project specifications.

The tendered rates shall include full compensation for shaping, scarifying, mixing of in-situ and imported material if required, and preparing and compacting the material as specified."

**SECTION 6400 : CONCRETE FOR STRUCTURES**

**B.6402 MATERIALS**

**(a) Cement**

Replace this sub-section with the following:

"Refer to section 1142 for specification of cement."

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.

**B.6404 CONCRETE QUALITY**

**(b) Strength concrete**

Add the following paragraph:

"The cement content for any class of structural concrete or mass concrete used in structures shall not be less than 300kg/m<sup>3</sup> of concrete.

The contractor must provide the engineer with complete mix designs and materials for strength concrete at

least six (6) weeks before the first concrete is cast on the project".

#### **B.6405 MEASURING THE MATERIALS**

##### **(c) Aggregates**

Add the following:

"All concrete for structures shall be manufactured by mechanical mass batching unless authorised otherwise by the engineer for minor concrete structures or for labor-intensive methods."

#### **B.6407 PLACING AND COMPACTING**

##### **(a) General**

Add the following after the third paragraph:

"Concrete shall only be placed up to 20h00 at the latest. Under exceptional circumstances the Engineer may allow night work on condition that proper lighting arrangements can be made and a new and rested shift for night work is provided and ambient temperatures are such as to not adversely affect the setting of the concrete."

#### **B.6408 CONSTRUCTION JOINTS**

##### **(a) General**

Add the following:

"No construction joints other than those indicated on the drawings will be permitted without the written approval of the engineer".

#### **B.6409 CURING AND PROTECTING**

Add the following:

"The surface area and culvert floor slabs and decks shall be cured as follows:

- (i) The area of freshly cast and finished concrete surface shall be immediately covered as specified in clause 6409(e).
- (ii) After the concrete has set sufficiently the entire area shall be treated with an approved curing compound as specified in clause 6409(f)."

#### **B.6414 QUALITY OF MATERIALS AND WORKMANSHIP**

##### **(a) Criteria for compliance with the requirements**

Add the following:

"Quality control shall be carried out by the engineer as specified in Section 8200 : Quality Control (Scheme 1)."

Add the following new paragraph:

##### **(d) Concrete cores - strength requirements**

Cores will only be drilled if authorised by the engineer. This will only be considered if the contractor's own cubes, when crushed by the engineer, attained the required 28-day cube strength."

Add the following after the first paragraph:

"Where foundation slabs are set directly against the face of excavations, the volume of concrete measured for payment shall include the total volumes of concrete placed, allowing for up to a maximum over the neat



footing dimensions of 200mm where in the opinion of the engineer accurate excavation to neat lines and levels indicated on the drawings is not possible. (No formwork to the footing shall be measured when the concrete is cast against the face of the excavations)."

**SECTION 8300 : QUALITY CONTROL (SCHEME 2)**

**B8301 SCOPE**

*ADD THE FOLLOWING TO CLAUSE 8301 OF THE SPECIFICATIONS:*

“Quality control shall be carried out in accordance with the requirements of Section 8300: Quality Control (Scheme 2).”

**B8309 PROCESS CONTROL BY THE CONTRACTOR**

*ADD TO CLAUSE 8309 THE FOLLOWING :*

“For the purpose of this Contract process or quality control by the Contractor comprises at least the following:

**Soil Tests:**

Field densities, maximum dry density and optimum moisture content determinations, CBR, UCS, indicator tests (grading and PI), moisture contents, solid densities and chemical tests relating to stabilizing agent contents;

**Aggregate tests:**

Grading, flakiness index, average least dimension (ALD);

**Concrete tests:**

Concrete mix designs, slump and cube crushing strengths.”

**GENERIC LABOUR-INTENSIVE SPECIFICATION**

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts- Part 5: Earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

**Scope**

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

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage

**Precedence**

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

**Hand excavateable material**

Hand excavatable material is material:

- a) Granular materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b) Cohesive materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
  - 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.
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**Table 1: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

**Trench excavation**

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

**Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**Excavation**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**C3.3: PARTICULAR SPECIFICATIONS**

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

SECTION EMP	ENVIRONMENTAL MANAGEMENT SPECIFICATION
SECTION DWK	DAY WORKS
SECTION OHS	OHSA 1993 SAFETY SPECIFICATION

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**SECTION EMP: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

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**EMP.1 General**

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The EMP is bounded to this document under Part C4: **Site Information**. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
  - i. Minimize disturbance of the natural environment,
  - ii. Prevent pollution of land, air and water,
  - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimize adverse environmental impact,
- Develop waste management practices based on prevention, minimization, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

**EMP.2 Training and Induction of Employees**

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

**EMP.3 Complaints Register and Environmental Incident Book**

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

**EMP.4 Site Cleanliness and Neatness**

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

**EMP.5 Borrow Pits**

- Mining authorizations (permits) for borrow pits must be obtained from the Department of

Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).

- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.
- Borrow pits will be fenced and the necessary warning signs will be erected.

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#### **EMP.6 Dust Control / Air Quality**

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- 
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

#### **EMP.7 Fauna**

- Contractor staff may not chase, catch or kill animals encountered during construction.

#### **EMP.8 Fire Prevention and Control**

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

#### **EMP.10 Materials Handling and Spills Management**

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat, Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

#### **EMP.11 Noise**

- Noise generating activities must be restricted to between 07:00 and 17:00 Monday to

Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.

- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

**EMP.12 Pollution Control**

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

**EMP.13 Rivers and Streams**

- During construction of structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

**EMP.14 Safety**

- Unsafe excavations during the builder's holidays and any other non-working days shall be safeguarded at all times from danger to the public and workforce. Safe trench-crossings shall be provided at all crossings. The length of trench left open at any one time may be restricted by the Engineer, should he consider such restriction to be in the interest of public safety.

**EMP.15 Soil Management**

- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

**EMP.16 Worker Conduct**

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

**EMP.17 Vegetation**

- Alien vegetation within the construction site must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas during construction must be replaced with indigenous vegetation after construction has been completed.

**EMP.18 Waste Management**

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leak proof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimize the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section EMP11 and EMP16.



**SECTION EMP: ENVIRONMENTAL MANAGEMENT SPECIFICATION****EMP.1 General**

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  - iv. Minimize disturbance of the natural environment,
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- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
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- Adequate waste receptacles must be available at strategic points around the construction

- camp and site for all domestic refuse and to minimize the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section EMP11 and EMP16.

## SECTION OHS : OHS 1993 HEALTH AND SAFETY SPECIFICATION

### OHS.1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working high above the ground on top and below the structure, most of the time in a restricted environment with limited landings (working platforms)
- Working above a continuously flowing river and in an flood plain environment subject to flooding
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- High pressure during testing of the relocated pipe lines, which could result in potentially dangerous situations in the event of the pipeline or fittings failing
- Potentially harmful gasses when tying into the existing sewer mains
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from s
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

### OHS.2 DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **“client”** as defined in the Construction Regulations 2014. **“Employer”** and **“client”** is therefore interchangeable and shall be read in the context of the relevant document.

- (b) **“Contractor”** wherever used in the contract documents and in this specification, shall have the same meaning as **“Contractor”** as defined in the General Conditions of Contract.

In this specification the terms **“principal contractor”** and **“contractor”** are replaced with **“Contractor”** and **“subcontractor”** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

(c) "**Engineer**" where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

### **OHS.3 TENDERS**

The Contractor shall submit the following with his tender:

(a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;

(b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;

(c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.

(d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

### **OHS.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

### **OHS.5 RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

### **OHS.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**

#### **6.1 Health and Safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and

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employees are committed to the implementation of his Safety Plan.

## 6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

## OHS.7 APPOINTMENT OF SAFETY PERSONNEL

### 7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

### 7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

### 7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHS Act 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

### 7.4 Health and safety committee

In terms of **Sections 17 and 18 of the Act (OHS Act 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

## 7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Excavation work as described in Regulation 13;
- (d) Demolition work as described in Regulation 14;
- (e) Scaffolding work as described in Regulation 16;
- (f) Suspended platform operations as described in Regulation 17;
- (g) Material hoists as described in Regulation 19;
- (h) Bulk Mixing plant operations as described in Regulation 20;
- (i) Explosive actuated fastening device as described in Regulation 21;
- (j) Cranes as described in Regulation 22;
- (k) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 23(1);
- (l) Control of all temporary electrical installation on the construction site as described in Regulation 24;
- (m) Stacking and storage on construction sites as described in Regulation 28; and
- (n) Fire precautions on construction sites as described in Regulation 29.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

## OHS.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHS 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 7(1b) with inputs by the Construction Safety Officer (Regulation 8(5));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1c)) and temporary works (Regulation 10) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13(2)(h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 11(2));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 19(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 21(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1) (k)).

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**OHS.9 CONTRACTORS RESPONSIBILITIES**

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

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

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Management Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 8 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 8.

(d) Risk assessment for construction works (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 3 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 9.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 10 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the



structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based. In addition the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access (Regulation 18)

Where rope access are required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Bulk Mixing plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive actuated fastening devices (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 22 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping and general safeguarding on construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 30 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2014

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

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

Should the Contractor fail to comply with the provisions of the Regulations 4 to 30 as listed in Regulation 33, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

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

**OHS.10 MEASUREMENT AND PAYMENT**

## 10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

**(a) Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 9.1 to 9.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

**(b) Records and Registers**

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

**C3.6: HEALTH AND SAFETY****C3.6 HEALTH AND SAFETY****C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

Before starting work on site, the Contractor shall present to the Engineer his Health and Safety Plan which includes the COVID-19 plan for approval. He shall also appoint a health and Safety Officer in writing and give a copy of the letter of appointment to the Engineer.

The Health and Safety Specification is attached as Appendix B and must be referred to when compiling the Health and Safety Plan.

**(a) Construction Regulations, 2003**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003 Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' Health and Safety Specifications (regulation 4(1)) of the Construction Regulations 2003.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

**(b) COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020**

**The Contractor shall be required to comply with the COVID-19 Occupational Health and safety Measures in Workplaces act: COVID-19 (C19 OHS),2020 for as long as the declaration of a national disaster published in Government Gazette 43096 on 15 March 2020 remain in force. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works or termination of contract.**

**C3.6.2 PROTECTION OF THE PUBLIC**

The site is accessible to the general public. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don'ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OH&S Regulations.

**C3.6.3 BARRICADES AND LIGHTING**

All excavations, into which a person may fall, shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S Regulations.

**C3.6.4 TRAFFIC CONTROL ON ROADS**

The Safety Officer shall take full responsibility for the traffic control in and around the site. The personnel on site shall be fully informed and trained by the Safety Officer regarding the construction traffic and general traffic control.

**C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS**

Necessary measures must be adopted and implement occupational health and safety measures to reduce and eliminate the escalations of infections in workplaces against disease, epidemics and pandemics on site as and when directed by the Department of Labour.

**C3.6.6 AIDS AWARENESS**

All construction personnel shall be given an Aids Awareness briefing session by the Safety Officer.

**C3.6.7 COVID-19 AWARENESS**

All construction personnel shall be given an COVID-19 Awareness briefing session by the Safety Officer.

**PART C4      SITE INFORMATION**

**PART C4: SITE INFORMATION****GENERAL**

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

**CONTENTS**

- S11 Site location**
- S12 Geotechnical Investigation**

## SI 1 project Location

### 1.1 Site Location

The project is located in White River Town within the City of Mbombela under the jurisdiction of the Ehlanzeni region of the Mpumalanga Province.

The library is at Lat 25°32'98.65"S Long 31° 01'78.72"E



**Figure 1: Locality Plan of the Project**



## **SI 2 Geotechnical Investigation**

N/A

**ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

## **OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

### **CONTENTS**

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## PARTICULAR SPECIFICATIONS

### SECTION OHS: OHS 1993: HEALTH AND SAFETY SPECIFICATION

#### OHS 1 **SCOPE**

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations **and the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19(C19 OHS), 2020.**

In terms of the OHS Agreement in Section (C1.4) of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993, the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020.**

This safety specification and the Contractor's own Safety Plan, the Construction Regulations 2014 as well as **COVID-19(C19 OHS), 2020**, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Please insert the risks associated with the project here

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

#### OHS 2 **DEFINITIONS**

For the purpose of this contract the following shall apply:

**Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **"client"** as defined in the Construction Regulations 2014. **"Employer"** and **"client"** is therefore interchangeable and shall be read in the context of the relevant document.

- (c) **"Contractor"** wherever used in the contract documents and in this specification, shall have the same meaning as **"Contractor"** as defined in the General Conditions of Contract.

In this specification the terms **"principal contractor"** and **"contractor"** are replaced with **"Contractor"** and **"subcontractor"** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHS 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (d) **"Engineer"** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

**OHS 3      TENDERS**

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020** and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

**OHS 4      NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section T2 (Forms to be Completed by Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

**OHS 5      RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

**OHS 6      APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS****6.1      Health and Safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

## 6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

## OHS 7 APPOINTMENT OF SAFETY PERSONNEL

### 7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

### 7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the client. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

### 7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHS 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

### 7.4 Health and safety committee

In terms of **Sections 17 and 18 of the Act (OHS 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

## 7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Structures described in Regulation 11;
- (d) Temporary works described in Regulation 12;
- (e) Excavation described in Regulation 13;
- (f) Demolition work described in Regulation 14;
- (g) Tunneling as described in Regulation 15;
- (h) Scaffolding as described in Regulation 16;
- (i) Suspended platforms as described in Regulation 17;
- (j) Rope Access Work as described in Regulation 18;
- (k) Material hoists as described in Regulation 19;
- (l) Bulk mixing plant as described in Regulation 20;
- (m) Explosive actuated fastening device as described in Regulation 21;
- (n) Cranes as described in Regulation 22;
- (o) Construction vehicle and mobile as described in Regulation 23;
- (p) Electrical installations and machinery of construction sites as described in Regulation 24;
- (q) Use and temporary storage of flammable liquids on construction sites as described in Regulation 25;
- (r) Water environments as described in Regulation 26;
- (s) Housekeeping and general safeguarding on construction sites as described in Regulation 27;
- (t) Stacking and storage on construction sites as described in Regulation 28;
- (u) Fire precautions on construction sites as described in Regulation 29, and
- (s) Construction employees' facilities as described in Regulation 30.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

#### **OHS 8 RECORDS AND REGISTERS**

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OSHA 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 5(1)(b) with inputs by the Construction Safety Officer (Regulation 7(1));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1)(c)) and formwork and support work structures (Regulation 12) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

#### **OHS 9 CONTRACTORS RESPONSIBILITIES**

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

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

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014 and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.



(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 1 the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 7 and as set out in OHS 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 7.

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access Work (Regulation 18)

Where rope access work is required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation

20. The Contractor shall ensure that the General Safety Regulations (2003), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (2003) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (2003) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (2004), the provisions of Regulation 30 of the Construction Regulations and **the COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020.**

(z) Non-compliance with the Construction Regulations 2014

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

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations and **the COVID-19 Measures in Workplaces** applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33 **and COVID-19 (C19 OHS),2020**, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

***The Contractor is advised in his own interest to make a careful study of the Act, the Construction Regulations and the COVID-19 (C19 OHS),2020 as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.***

**OHS 10 MEASUREMENT AND PAYMENT****10.1 Principles**

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

**(a) Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

**(b) Records and Registers**

The keeping of health and safety-related records and registers as described in paragraph 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

**AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993**

THIS AGREEMENT is made between.....

(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 authorised 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:.....

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 OHS Act 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 ENGINEERS 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 authorised 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.

Thus 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. ....

## CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS 1993 Construction Regulations 2014.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

### Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
  - (a) From my own competent resources as detailed in 4(a) hereafter:..... **\*Yes / No**
  - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... **\*Yes / No**
  - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter:..... **\*Yes / No**

(\* = delete whatever is not applicable)

4. Details of resources I propose:

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9-29, (all or individual regulations) as applicable to this contract)*

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided? .....

(ii) When will training be undertaken? .....

(iii) List the positions to be filled by persons to be trained or hired: .....  
.....  
.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor: .....

Qualifications or details of competency of the subcontractor: .....

- 5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
- 6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
- 7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
- 8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: .....

DATE: .....

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



## PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014

*[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]*

### NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor.

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- (b) Name and tel. pf principal contractor's contact person:

-----

2. Principal contactor's compensation registration number:

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3. (a) Name and postal address of client :

-----

- (b) Name and tel. no of clients contact person or agent:

-----

- 4 (a) Name and postal address of designer (s) for the project:

-----

- (b) -----

5. Name and telephone number of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (1).

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6. Name /s of principal contractor's sub- ordinate supervisor on sire appointed in terms of Regulation 8 (2)

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7. Exact physical address of the construction site or site office:

-----

8. Nature of the construction work:

-----  
-----  
-----

9. Expected commencement date:

-----

10. Expected completion date:

-----

11. Estimated maximum number of persons on the construction site.

Total: \_\_\_\_\_ Male: \_\_\_\_\_ Female \_\_\_\_\_

12. Planned number of contractors on the construction:

-----

13. Name (s) of contractors already selected.

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-----

\_\_\_\_\_  
Principal Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's Agent (where applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

