



**TENDER NO:**

**SCMU10-25/26-0006**

**FOR**

**RELOCATION OF HOUSES AFFECTED BY  
THE UPGRADING OF COFFEE BAY TO  
ZITHULELE HOSPITAL ROAD FOR A  
PERIOD OF 12 MONTHS.**

**VOLUME 3**

**COMPULSORY BRIEFING: 29<sup>TH</sup> MAY 2025**

**TENDER CLOSING:  
THURSDAY, 12<sup>TH</sup> JUNE 2025 AT 11H00**

**Department of Transport**

**Botha Sigcawu Building**

**Room 7-69 , 7<sup>th</sup> floor ,**

**Corner Owen and Leeds**

**street**

**Mthatha**

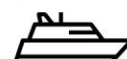
**Company Name of Tenderer:**

.....

.....

**CRS NO.....**

**CSD NO .....**



**PROVINCE OF THE EASTERN CAPE  
DEPARTMENT OF TRANSPORT  
TENDER NO. : SCMU10-25/26-0006**

**RELOCATION OF HOUSES AFFECTED BY THE UPGRADING  
OF COFFEE BAY TO ZITHULELE HOSPITAL ROAD FOR A  
PERIOD OF 12 MONTHS**

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**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO. : SCMU10-25/26-0006**

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MONTHS**

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## **THE TENDER**

### **PART 1 (OF 2): TENDERING PROCEDURES**

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

**T1.2      Tender Data**

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO. : SCMU10-25/26-0006**

**RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO  
ZITHULELE HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS**

**T1.1: TENDER NOTICE AND INVITATION TO TENDER**

**A. TENDER INVITATION:**

The Department of Transport of the Province of Eastern Cape hereby invites tenders from experienced General Building contractors for:

**Contract No.: SCMU10-25/26-0006 - RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS**

Tenderers must be registered with the CIDB and have a valid CIDB Contractor grading designation of **GRADE 4 GB** or higher for a GB class of construction work.

In order to be considered for a Contract in terms of this Tender, the tenderer must be able to demonstrate the completion of at least **two (2)** similar General Building project(s) to a minimum value of **R 900 000.00** each in the past ten (10) years within the SADC (South African Development Community) region. Refer to **T1.2: TENDER DATA** of the document for the tender specific definition of a similar General Building project(s).

In order to be considered for a Contract in terms of this Tender, the tenderer must have in its employment or intend to employ, for the duration of the Contract the following key personnel who comply with the minimum requirements as referred to in **T1.2: TENDER DATA** of this Document:

- A suitably qualified and experienced **Construction Manager** who will be the single point accountable and responsible person for the full time management of the construction works on site, who:
  - Has a minimum qualification of a National Diploma (N / S stream) in built environment and has a minimum of five (05) years' experience in **building** construction project(s).
- A suitably qualified full time **Construction Health and Safety Officer** with a minimum experience of three (3) years **in** construction to manage the contractor's health and safety obligations on road projects and who:
  - is registered with SACPCMP as a Professional Construction Health and Safety Agent (Pr CHSA) or Professional Construction Health and Safety Manager (Pr CHSM) or Professional Construction Health and Safety Officer (Pr CHSO).

Tender documents will be available as of **12h00 on Friday, 16<sup>th</sup> May 2025**. Documents must be downloaded on [www.ectransport.gov.za](http://www.ectransport.gov.za) or National Treasury eTender publication website [www.etenderportal.gov.za](http://www.etenderportal.gov.za).

A compulsory clarification meeting with representatives of the Employer will take place at **Coffee Bay site office (GOOGLE EARTH: 31° 57' 48" S & 29° 08' 03" E)**, in Coffee Bay on **29<sup>th</sup> May 2025** at 11h00. No tender documents will be available at the clarification meeting.

Attendees who are 20 minutes late to the Briefing will not be permitted to sign the Attendance Register and therefore will be prohibited from tendering as per clause F.2.7.

Tenderers may seek clarification from the Employer in terms of this tender from the date of advert. However, no clarifications may be sort on the last 7 working days before the tender closing date indicated in the tender data; i.e., the last date for seeking any clarification for this tender will be before **11H00 on the 05<sup>th</sup> of June 2025**.

Tenderers are required to download any addenda issued by the Employer from the **Eastern Cape Department of Transport** website [www.ectransport.gov.za](http://www.ectransport.gov.za) only. Addenda will only be issued seven (07) days before the Tender Closing date and it is the Tenderers responsibility to check the addenda issued on the departmental website and eTender portal. Please note, ONLY addenda critical to the evaluation will be issued.

This project involves the building of houses for beneficiaries whose dwellings have been affected by the road upgrade in Coffee Bay. The contract period is **twelve (12) months**, including all special non-working days (gazetted public holidays and contractor's year-end break as determined by SAFCEC) and an estimated period of one (1) month for mobilisation as well as the construction work permit application and approval process.

Furthermore, as a Condition of Contract, the Contractor will be required to achieve minimum Employer's Contract participation goals.

The Employer's contract participation goals are that the appointed Contractor will be required to spend a minimum total of 25% of the final contract price less VAT, allowances for contingencies and contract price adjustment and provisional and prime cost sum amounts on the following contract participation goals within the targeted area(s) of the project:

- **5%** on Targeted subcontractors employed by the Contractor, for the execution of portions of construction works, in the performance of the Contract ;
- **10%** on Targeted suppliers employed by the Contractor, for supplying materials, goods or services, in the performance of the Contract and
- **10%** on Targeted labour employed by the Contractor in the performance of the Contract.

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

#### **B. TENDER SUBMISSION:**

Completed tender documents as well as any supporting documentation must be placed in sealed envelope clearly marked "TENDER NO: **SCMU10-25/26-0006 - RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS**" and deposited in the Tender Box situated at **Department of Transport, Room 7-90, Corner Owen and Leeds street, 7<sup>th</sup> Floor; Botha Sigcau Building, Mthatha** not later than **11h00 on 12<sup>th</sup> June 2025** when tenders will be opened in public.

#### **C. TENDER EVALUATION**

**This bid will be evaluated in two (2) phases as follows:**

**Phase One:** Compliance responsiveness to the bid rules and conditions and Eligibility Criteria (F2.1) Will be evaluated

**Phase Two:** Responsive tenders will be evaluated on Price & Specific Goals

#### **D. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:**

Maximum points on Price	-	<b>80 points</b>
Specific Goals	-	<b>20 points</b>
Maximum points	-	<b>100 points</b>

**The points for Specific Goals will be distributed as per the table below.**

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
<b>Historically Disadvantaged Individuals</b>		
<b>Black ownership</b>	<b>10</b>	
<b>Women ownership</b>	<b>05</b>	
<b>Locality (Eastern Cape Province)</b>	<b>05</b>	

☐ **Historically Disadvantaged Individual (HDI): Black Ownership**

Means a South African Citizen: who, due to the apartheid policy that had been in place, had no franchise in national elections.

Central Supplier Database (CSD) report will be used to calculate % ownership.

Proof of the location of will be taken as the Preferred Address indicated on the Tenderers CSD Report and is to be indicated in **Form C in the Returnable Schedules. Preferred address for the previous 12 months on CSD will be used for Locality points, calculated from the closing date of this Tender.** In case of Joint Venture, Locality Points will be divided or split among Joint Venture partners according to preferred offices on CSD.

**It is the onus of the bidder to provide proof of ownership equity status.**

**E. TENDER SPECIFICATIONS, CONDITIONS AND RULES**

The minimum specifications, Eligibility and other tender conditions and rules are detailed in the bid document.

Note: Tender Validity Period is **90 days**.

**F. TENDER SUBMISSIONS:**

The completed Volume 3 of the tender document as well as any supporting documentation shall be placed in ONE sealed envelope clearly marked "**TENDER NO: SCMU10-25/26-0006: RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS**" and shall be placed in the Tender Box situated at Department of Transport, **Department of Transport, Room 7-90, Corner Owen and Leeds street, 7th Floor, Botha Sigcau Building, Mthatha** not later than **11:00am on 12<sup>th</sup> June 2025** when tenders shall be opened in public. No late tenders will be accepted.

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

**SCM RELATED ENQUIRIES** - Email is the preferred first contact option.

Ms. T Mafani – Cell No.: 072 690 1534 – Email.: [thandi.mafani@ectransport.gov.za](mailto:thandi.mafani@ectransport.gov.za)

**TECHNICAL ENQUIRIES** - Email is the preferred first contact option.

Mr. P. Ngqola – Cell No.: 066 381 7987 – Email.: [phakamisa.ngqola@ectransport.gov.za](mailto:phakamisa.ngqola@ectransport.gov.za)

**NOTE: All materially relevant telephonic discussions will be followed up by an Email to all tenderers**

**FOR COMPLAINTS, FRAUD, & TENDER ABUSE:**

**Call: 0800 701 701**



**PROVINCE OF THE EASTERN CAPE**  
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**TENDER NO.**  
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**T1.2: TENDER DATA**

The tender conditions are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as per **CIDB Board Notice No. 136 of 2015** published in **Government Gazette No. 38960 of 10 July 2015** and as amended from time to time. (See [www.cidb.org.za](http://www.cidb.org.za))

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

Each item of data given below is cross-referenced to the clause marked "F" in the above-mentioned Standard Conditions of Tender.

No	Clause	Wording
1	F.1.1	The Employer is the Department of Transport, Province of the Eastern Cape
2	F.1.2	<p>The tender documents issued by the Employer comprise:</p> <p><b>VOLUME 1:</b> The JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005), which the Bidders must purchase him / herself.</p> <p><b>VOLUME 2:</b> PW 371-A: Construction Works General Specifications (Edition 2.1 of July 2014) and PW 371-B: Construction Works Particular Specifications (Edition 2.2 of December 2015) issued by Department of Public Works available on <a href="http://www.publicworks.gov.za">www.publicworks.gov.za</a> (bidders to download these documents themselves)</p> <p><b>VOLUME 3:</b> The Tender issued by the Employer, which comprises:</p> <p style="text-align: center;"><b><u>THE TENDER</u></b></p> <p><b>PART T1: TENDERING PROCEDURES</b>  T1.1: Tender Notice and Invitation to Tender  T1.2: Tender Data</p> <p><b>PART T2: RETURNABLE DOCUMENTS</b>  T2.1: List of Returnable Documents  T2.2: Returnable Schedules</p> <p style="text-align: center;"><b><u>THE CONTRACT</u></b></p> <p><b>PART C1: AGREEMENTS AND CONTRACT DATA</b>  C1.1: Form of Offer and Acceptance  C1.2: Contract Data</p>

No	Clause	Wording
		<p>C1.3: Deed of Guarantee (pro forma)</p> <p><b>PART C2: PRICING DATA</b></p> <p>C2.1: Pricing Instructions</p> <p>C2.2: Bill of Quantities</p> <p><b>PART C3: SCOPE OF WORKS</b></p> <p>C3.1: Description of the Works</p> <p>C3.2: Engineering</p> <p>C3.3: Procurement</p> <p>C3.4: Construction</p> <p>C3.5: Management</p> <p><b>PART C4: SITE INFORMATION</b></p> <p>C4: Site Information</p> <p>Volume 3: Tender Document duly completed, in accordance with F 2.13.3, and returned to the employer before the closing time for receipt of tenders, shall constitute the submission of a tender offer.</p> <p>VOLUME 4: Construction Drawings</p>

3	F.1.4	<p>The Employer's agent is Mr Mvuyisi Goxa</p> <p>Name: Department of Transport</p> <p>Address: In-House Construction 32 Cowan Close Stellenbosch Park, Schornville Qonce</p> <p>Tel: 064 880 1945</p>
4	F.1.5.1	<p>The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of an Agreement. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.</p> <p>It is a condition of this contract that the Employer reserves the right to limit the expenditure on the works due to possible budget restraints. Should the tender sum exceed the budgeted amount, the scope of works may be reduced at any time, before or during the contract period, to ensure that the final contract amount does not exceed the budgeted amount.</p> <p>Should these conditions be applied, such adjustments or limitations shall be deemed to be a variation of the form or quantity of the works or any part thereof in terms of Clause 6.3 of the General Conditions of Contract. The validity of the tender, the individual rates or sums tendered shall not be influenced by any such adjustments or limitations and no claim will be considered on the basis of such adjustments or limitations in terms of Clause 6.11 of the General Conditions of Contract.</p> <p>The successful Tenderer will be required to submit a valid and certified copy of their Letter of Good Standing from the <b>Compensation Commissioner</b> or <b>FEMA</b> within 21 days of receipt of their Letter of Award for this Tender.</p> <p>The Employer further reserves the right not to award Contracts to any Contractor based on a risk assessment of the current workload or past performance of that Contractor.</p>
5	F.2.1	<p><b>ELIGIBILITY:</b></p> <p><i>Delete the clause and replace with the following:</i></p> <p>F2.1.1 Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.</p> <p>F2.1.3 <i>Add the following after F.2.1.2:</i> Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.</p> <p>F2.1.4 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p>
	F2.1.4.1	<p><b>[a] CIDB registration</b></p> <p>Registered with the CIDB prior to the award of the tender, 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 GB class of construction work. Note that in terms of CIDB Act 38 of 2000 a registered contractor must apply for renewal of registration three months before the existing registration expires.</p> <p>1. Joint ventures are eligible to submit tenders provided that:</p> <p>a) every member of the joint venture is registered with the CIDB and in the <b>GB</b> class of work.</p>

		<p>b) the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation <b>Grade 4</b> .</p> <p>c) a signed Joint Venture Agreement must be attached with the tender.</p> <p>2. Tenderers must submit copy of Certificates of Qualifications and Professional Registration, otherwise they will not score the relevant points.</p> <p>3. Failure to comply with the above eligibility criteria will cause the tender to be deemed non-responsive.</p>
	F2.1.4.2	<p><b>Compliance with requirements of Employer's SCM Policy and procedures</b></p> <p>a. Only those tenders that are compliant with the requirements below will be declared responsive: Full name of entity submitting tender to be provided;</p> <p>b. Identification number or company or other registration number to be provided;</p> <p>c. Tax reference number to be provided;</p> <p>d. VAT registration number (if any) to be provided;</p> <p>e. A completed returnable schedule <b>SBD 1: INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING</b> to be provided. Failure to provide or comply with any of the particulars of this schedule may render the tender nonresponsive;</p> <p>f. A completed returnable schedule <b>SBD 4: BIDDER'S DISCLOSURE</b> to be provided. In the case of a joint venture (JV), a separate schedule is to be completed and provided by each JV member. Non-compliance with the requirements of the applicable returnable schedule will render the tender nonresponsive. Furthermore, should the declaration prove to be false the Employer may reject or act against the tenderer in terms of clause F.3.7 of the Conditions of Tender;</p> <p>g. A completed returnable schedule <b>T2.2R: COMPULSORY ENTERPRISE QUESTIONNAIRE</b> to be provided. In the case of a joint venture (JV), a separate schedule is to be completed and provided by each JV member;</p> <p>h. A completed <b>CERTIFICATE OF AUTHORITY FOR SIGNATORY</b> to be provided and attached to returnable schedule <b>B: CERTIFICATE OF AUTHORITY FOR SIGNATORY</b>. Compliance with the requirements of the applicable returnable schedule is deemed a material responsiveness criterion.</p> <p>i. A completed returnable <b>schedule L: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE</b> to be provided, including attached printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. In the case of a joint venture (JV), the tenderer shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV;</p> <p>j. In the case of a tender submission by a joint venture (JV). The tenderer must attach a signed copy of the JV Agreement to returnable schedule <b>G: JOINT VENTURE AGREEMENT DISCLOSURE</b>;</p> <p>k. The tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>l. The tenderer has not abused the Employer's Supply Chain Management System;</p> <p>m. The tenderer has not failed to perform on any previous contract with the Employer;</p> <p>n. The tenderer's tax matters with SARS are in order.</p> <p>o. The tenderer has provided a completed and signed Form of Offer in terms of C1.1.1 of <b>PART C1: AGREEMENTS AND CONTRACT DATA</b>, deemed as a material responsiveness criteria.</p>
	F2.1.4.3	<p><b>Company Experience in General Building Contract Management:</b></p> <p>Tenderer must have completed at least two (2) <u>General Building projects</u> to the value of at least <b><u>R 900 000.00</u></b> each and higher in the last 10 years.</p> <p>A similar <u>General Building</u> project shall be defined as a building projects whose scope includes trench excavation, casting of foundations, building of superstructure and roofing erection, the Completion Certificate must clearly stipulate the value of such a project.</p>

		<p>Such a project(s) shall be located within the SADC (South African Development Community) region.</p> <p>A completed returnable <b>Schedule D: SIMILAR PROJECT(S) COMPLETED BY THE TENDERER</b> to be provided. To demonstrate completion of a similar project(s) as defined in this clause, submit for each project listed a completed returnable <b>Schedule D (A): SIMILAR PROJECT COMPLETED VERIFICATION FORM</b> (respondent's stamp is critical).</p> <p>Furthermore, submit for each project listed a <b>COMPLETION CERTIFICATE</b> with a value of the project.</p> <p>Details of projects &amp; supporting information must be entered in <b>Form D</b> of the Returnable Schedules. Copies of Completion Certificates, appointment letters and reference letter from the client must be attached, in order to qualify for this tender.</p> <p><u>Failure to comply with the requirements or to complete <b>Form D (A)</b> will render the tender non-responsive.</u></p>
	F2.1.4.4	<p><b>Key Personnel:</b></p> <p>In order to be considered for a Contract in terms of this Tender, the tenderer must have in its employment or intend to employ, for the duration of the contract the following key personnel who comply with the following minimum requirements:</p> <ol style="list-style-type: none"> <li>1. A suitably qualified and experienced <b>Construction Manager</b> (GCC 2015 term for Site Agent) who will be the single point accountable and responsible person for the full-time management of the construction works on site, who: <ul style="list-style-type: none"> <li>i) is has a minimum of National Diploma qualification (N / S) stream in built environment, with a minimum of five (05) years' experience in building construction.</li> </ul> </li> <li>2. A suitably qualified and experienced full time Construction Health and Safety Officer(s) to manage the Contractor's health and safety obligations on site who: <ul style="list-style-type: none"> <li>i) is registered and has a valid registration certificate with SACPCMP as a Professional Construction Health and Safety Agent (Pr CHSA) or Professional Construction Health and Safety Manager (Pr CHSM) or Professional Construction Health and Safety Officer (Pr CHSO);</li> </ul> <p>AND</p> <ul style="list-style-type: none"> <li>ii) has a minimum of three (3) years' experience as a Construction Health and Safety Officer on construction projects</li> </ul> </li> </ol> <p>A completed returnable Schedule <b>H: TENDERER'S KEY PERSONNEL</b> to be provided. Attach to each schedule proof of indicated professional registration with the specified professional body, Academic qualifications in built environment and a CV outlining the number of years' experience.</p> <p>Where the key personnel are no longer available to undertake the necessary work after the Award of the Tender, the then Contractor shall within a period of fourteen (14) working days replace the key personnel listed in returnable Schedules E with personnel with equivalent competencies, subject to approval by the Employer. Such approval shall not be unreasonably withheld if compliant in terms of the requirements of this clause.</p> <p>Failure to comply with the requirements of this clause and applicable returnable schedule will render the tender non-responsive.</p>
	F2.1.4.5	<p><b>Construction Equipment:</b></p> <p>In order to be considered for a Contract in terms of this Tender, the tenderer must be able to demonstrate his ability to provide (either by means of his own construction equipment or ability to hire construction equipment from others) construction equipment exclusively intended for the execution of the works as specified in the tender document.</p> <p>To demonstrate his ability, the tenderer is required to provide a completed signed</p>

		declaration in terms of returnable <b>Schedule E: DECLARATION IN RESPECT OF CONSTRUCTION EQUIPMENT.</b>
	F2.1.4.6	<p><b>Local Content:</b></p> <p>Tenderers are required to complete and sign returnable Schedule <b>SBD 6.2 with its Annexure C: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS.</b></p> <p>For this tender the stipulated minimum threshold(s) for local production and content for "Steel Products and Component for Construction" is 100%.</p> <p>A completed returnable <b>Schedule SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS</b> including applicable Annexures to be provided.</p>
	F.2.1.4.8	<p><b>Fulfilment of the Construction Regulations, 2014</b></p> <p>Only those tenders submitted by tenderers who demonstrate by means of completing and providing returnable <b>Schedule J: DECLARATION IN RESPECT OF FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014</b> may be deemed responsive if the tenderer's declaration reasonably satisfy the Employer that the tenderer has, in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely and have included in his tender rates and prices (in the appropriate payment items provided in the Pricing Schedules / Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects liability period.</p>
	F.2.6	<p><b>Addenda:</b></p> <p>Tenderers are required to download any addenda issued by the Employer from the Eastern Cape Department of Transport Website <a href="http://www.ectransport.gov.za">www.ectransport.gov.za</a> only. Addenda will only be issued seven (7) days before the Tender Closing date and it is the Tenderers responsibility to check the addenda issued in the departmental website and eTender portal. Please note, <b>ONLY</b> addenda critical to the evaluation will be issued.</p> <p>Failure to apply instructions contained in Addenda will render a tenderer's offer non-responsive in terms of Condition of Tender.</p>
6	F.2.7	<p><b>Clarification meeting:</b></p> <p>The clarification meeting will be held on <b>29<sup>th</sup> May 2025</b> at 11h00. The venue for the compulsory clarification meeting will be the Department's site office (<b>GOOGLE EARTH: 31° 57' 48" S &amp; 29° 08' 03" E</b>), Coffee Bay. No tender documents will be available at the clarification meeting.</p> <p>Attendees who are 20 minutes late to the clarification meeting will not be permitted to sign the Attendance Register and therefore will be prohibited from tendering.</p> <p>Failure to sign the attendance register of the compulsory clarification briefing will be rendered non-responsive.</p>
	F.2.8	<p><b>Seek clarification</b></p> <p><i>Delete the clause and replace with the following:</i></p> <p>Request clarification of the tender documents, if necessary, by notifying the Employer before <b>05<sup>th</sup> June 2025</b>.</p> <p>The tenderer declares that it has:</p> <ol style="list-style-type: none"> <li>Inspected the Specifications and read and fully understood the Conditions of Contract.</li> <li>Read and fully understood the whole text of the Specifications and Pricing Schedules and thoroughly acquainted itself with the nature of the goods /</li> </ol>

		<p>services proposed and generally of all matters which may influence the Contract.</p> <p>c) Visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Employer or other authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.</p> <p>d) Requested the Employer to clarify the requirements contained in the Specifications and Pricing Schedules, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.</p> <p>e) Received any Addenda to the tender documents which have been issued in accordance with the Employer's SCM Policy.</p> <p>The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.</p>
7	F.2.12	<p><b>The criteria for alternative tenders are:</b></p> <p>No alternative offers will be considered</p>
	F.2.13	<b>Submitting a tender offer</b>
9	F.2.13.3	<p><i>Add the following to F.2.13.3 at the end of the first sentence:</i></p> <p>Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.</p>
10	F.2.13.5	<p><i>Add the following to F.2.13.5 at the end of the first sentence:</i></p> <p>The tender submission details are stated in <b>T1.1: TENDER NOTICE AND INVITATION TO TENDER.</b></p>
11	F.2.13.6	A two-envelope procedure <u>will not</u> be followed.
	F.2.13.9	<p><i>Add the following to F.2.13.9 at the end of the first sentence:</i></p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
	F.2.13.10	<p>The Employer shall formally issue the <b>Tender Documents as per F.1.2</b> (excluding Volumes 1 and 2) and supporting documentation electronically via download from the Eastern Cape Department of Transport website <a href="http://www.ectransport.gov.za">www.ectransport.gov.za</a> and Department of National Treasury eTender Publication website <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> . The use of electronic tender documents, supporting documentation and addenda shall be subject to the following:</p> <ul style="list-style-type: none"> <li>i) The tenderer is forbidden to make or attempt electronic alteration to the tender documents.</li> <li>ii) Supporting documentation, issued as part of this tender, may be completed electronically. For submission of such supporting documentation the tenderer is required to submit with his tender submission a signed printed copy.</li> <li>iii) The use of electronic signatures is not allowed.</li> <li>iv) Where Addenda have been issued which amend the Pricing Schedules, then the printed Pricing Schedules shall take these into account by attaching the amended page to the front of the original page. The pages of the issued Pricing Schedules should not be removed from the tender document.</li> <li>v) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic supporting documentation provided in terms of this clause. The tenderer is required to review provided supporting documentation and inform the Employer of any errors or discrepancies found prior to submission of the tender offer.</li> <li>vi) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.</li> </ul>
12	F.2.15	<p><b>Closing time:</b></p> <p><i>Add the following to F.2.15.1 after the last sentence:</i></p> <p>The closing time for submission of tender offers is as stated in <b>T1.1: TENDER NOTICE</b></p>

		<b>AND INVITATION TO TENDER.</b> It is the responsibility of the tenderer to ensure that tender documents are submitted on or before the closing date and time and at the correct location as the Employer will not take responsibility for any wrong delivery. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
14	F.2.16	<i>Add the following to F.2.16.1 at the end of the first sentence:</i> The tender offer validity period is <b>90 days</b> .
	F.2.17	<b>Clarification of tender offer after submission:</b>  <i>Add the following to F.2.17 at the end of the third sentence:</i> A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.
15	F.2.19	Access shall be provided for the following inspections, tests, and analysis: Borrow pit testing and any verification of geotechnical data.
	<b>F.3</b>	<b>The Employer's undertakings</b>
16	F.3.1	<b>Respond to requests from the tenderer:</b>  <i>Add the follow to F.3.1.1:</i> The Employer will respond to requests for clarification received up to <b>05<sup>th</sup> June 2025</b> .
	F.3.2	<b>Issue Addenda:</b>  <i>Delete the first sentence and replace with the following:</i> If necessary, issue addenda that may amend or amplify the tender documents to each tenderer not later than <b>Tuesday 03<sup>rd</sup> June 2025</b> .  <i>Add the following to F.3.2 at the end of the paragraph:</i> Addenda issued by the Employer (if any) shall be available for download on the Eastern Cape Department of Transport website <a href="http://www.ectransport.gov.za">www.ectransport.gov.za</a> only. Addenda will only be issued seven (7) days before the Tender Closing date and it is the Tenderer's responsibility to check the addenda issued in the departmental website and eTender portal. Please note, <b>ONLY</b> addenda critical to the evaluation will be issued.
	F.3.4	<b>Opening of tender submissions:</b>  <i>Add the following to F.3.4.2 at the end of the paragraph:</i> Tenders will be opened immediately after the closing time of tenders at the location and closing time as stated in <b>T1.1: TENDER NOTICE AND INVITATION TO TENDER</b> .
	F.3.9	<b>Arithmetical errors, omissions and discrepancies:</b>  <i>Add the following after clause F.3.9.2:</i> F.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it: (a) because they are not priced, (b) either excessively low or high, © or not in proper balance with other rates or lump sums,  The tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.  The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause. Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as nonresponsive.
18	F.3.9.1	Add a new bullet: "In the event of there being any rate or rates which are declared to be an unacceptable commercial risk by the Employer, the Tenderer will be requested –  (a) to justify any specific rate or rates, i.e., to give a financial breakdown of how such rate or rates were obtained,



		(b) and subsequently to consider amending and adjusting such rate or rates while retaining the Tender Total derived under sub-clause F.3.9.2 (c) unchanged and fixed. It must be understood that in the event of the tenderer refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice acceptance of his Tender.”																							
19	F.3.11	<p><b>Evaluation of tender offers</b></p> <p>The method for the evaluation of responsive tenders is <b>Method 1 (Price and Preference)</b>. The following formula will be used to calculate the total number of tender evaluation points: <math>T_{EV} = N_{FO} + N_p</math></p> <table><tr><td></td><td><b>Maximum number of tender evaluation points</b></td></tr><tr><td>Price Component</td><td>80</td></tr><tr><td>Preferential Component (Specific Goals)</td><td>20</td></tr><tr><td>Total evaluation points</td><td><b>100</b></td></tr></table> <p><b>F.3.11.7</b></p> <p><b>Calculation of Points for Price</b> (Ps) The points scored for Price will be calculated using the following formula:</p> <div><math display="block">P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)</math><p>Where Ps = points scored for price by tender under consideration Pmin = price of lowest acceptable tender Pt = price of tender under consideration</p><p>Fractions will be rounded off to two places after the decimal comma.</p><p><b>Preferential Component (Max =20 points) NEP</b></p><p><b>Specific Goals</b></p><div><div>80/20</div><div>(MAX = 20 points)</div></div><div><div>90/10</div><div>(MAX = 10 points)</div></div><p>Tenders will be evaluated in terms of that specified in the Conditions of Tender as well as the Employer’s latest Supply Chain Management Policy.</p><p>The following preference point systems are applicable to all bids:</p><ul style="list-style-type: none"><li>the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and</li><li>the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).</li></ul><p>The value of this bid is estimated <b>not to exceed</b> R50 000 000 (all applicable taxes included) and therefore the <b>80/20</b> preference point system shall be applicable: or</p><ul style="list-style-type: none"><li>The 80/20 preference point system will be applicable to this bid.</li></ul><p><b>F.3.11.8</b></p><p><b><u>PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:</u></b></p><div><div>Maximum points on price</div><div>-</div><div><b>80 points</b></div></div><div><div>Maximum points for specific goals</div><div>-</div><div><b>20 points</b></div></div><div><div>Maximum points</div><div>-</div><div><b>100 points</b></div></div><p><b>The points for specific goals will be distributed as per the table below.</b></p><table><tr><th colspan="3"><b>PREFERENTIAL SPECIFIC GOALS POINTS TABLE</b></th></tr><tr><th><b>The specific goals allocated points in terms of this tender</b></th><th><b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b></th><th><b>Number of points claimed (80/20 system)</b></th></tr><tr><td colspan="3"><b>Historically Disadvantaged Individuals</b></td></tr><tr><td>Black ownership</td><td>10</td><td>% ownership as per CIPC / CSD</td></tr><tr><td>Women ownership</td><td>05</td><td>% ownership as per CIPC / CSD</td></tr></table></div>		<b>Maximum number of tender evaluation points</b>	Price Component	80	Preferential Component (Specific Goals)	20	Total evaluation points	<b>100</b>	<b>PREFERENTIAL SPECIFIC GOALS POINTS TABLE</b>			<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (80/20 system)</b>	<b>Historically Disadvantaged Individuals</b>			Black ownership	10	% ownership as per CIPC / CSD	Women ownership	05	% ownership as per CIPC / CSD
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		<table border="1"> <tr> <td>Locality (EC Province)</td><td>05</td><td>Preferred address on CSD</td></tr> </table> <p><b>Calculation of Total Points scored</b> <span style="float: right;"><b>Total Score = <math>P_s + N_{EP}</math></b></span></p> <p>Central Supplier Database (CSD) report will be used.</p> <p>To Score points for Black Ownership the following formula will be used to calculate the points out of 20 points Max.</p> $SGP = \frac{\%BOE (CIPC/ CSD)}{100} \times MHDl(Max = 10)$ <p><input type="checkbox"/> <b>Locality (max= 5 points)</b></p>	Locality (EC Province)	05	Preferred address on CSD
Locality (EC Province)	05	Preferred address on CSD			
	F.3.11.10	<p><i>Add the following after F.3.11.9:</i></p> <p><b>Risk Analysis</b> Notwithstanding compliance with regard to CIDB registration or any other requirements of The tender, the Employer may perform a risk analysis in respect of the following:</p> <ul style="list-style-type: none"> <li>a) reasonableness of the financial offer</li> <li>b) reasonableness of unit rates and prices</li> <li>c) as per clause F.1.5.1 (C), the previous and the current contracts performance of the responsive bidders will be used to draw a conclusion to determine the acceptability of the tender offer. The Department reserves the right to consider other similar contracts undertaken by the prospective bidder that do not form part of this proposal.</li> <li>d) The risk analysis will not be limited to a-c above, should there be required information deemed necessary for finalisation of the award, the department will therefore request the information within the time frames stipulated in the tender document.</li> </ul> <p>The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer.</p>			
20	F.3.13.1	<p><b>Acceptance of tender offers:</b></p> <p>Tender offers will only be acceptable if:</p> <ul style="list-style-type: none"> <li>a) Tenderers must be registered on the Central Supplier Database (CSD) at National Treasury prior to submitting a tender, otherwise the tender will be rejected (National Treasury SCM Instruction #4A of 2016/2017: Central Supplier Database), and the tenderer's <b>Tax status must be compliant.</b></li> <li>b) the tenderer must be registered with the Construction Industry Development Board (CIDB) in an appropriate <b>4 GB</b> contractor grading designation or higher (All parties to submit this information in the case of a Joint Venture).</li> <li>c) the tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) 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>d) the tenderer has not abused the Employer's Supply Chain Management System.</li> <li>e) the tenderer has not failed to perform on any previous Contract with the Employer.</li> <li>f) the tenderer has completed and signed Form B (Certificate of Authority for Signatory) if applicable.</li> <li>g) the Form of Offer is duly completed and signed (Note: <b>Any correction must be</b></li> </ul>			

		<p><b>signed</b> by the authorised signatory).</p> <p>h) The Pricing Schedule must not be tampered with and must be fully completed.</p> <p>i) the tenderer has <b>completed and signed the Compulsory Enterprise Questionnaire</b> (Form T2.2R) (for each of the participating firms in the case of a joint venture).</p> <p>j) completed and signed all SBD Forms (SBD1; SBD4; SBD6.1; SBD6.2; SBD 7.2)</p> <p>k) has completed and signed Annexure C which goes with SBD 6.2</p> <p>l) all relevant certified information is submitted with the Tender.</p> <p>m) all other Tender Conditions are complied with.</p> <p>n) The tenderers comply with Eligibility criteria as per <b>F2.1</b> in the Tender Data.</p> <p>o) The <b>Form of Offer and Bill of Quantities is duly completed and signed</b> (Note: <b>Any correction must be signed</b> by the authorised signatory), Failure to complete and sign will render the Bid non-responsive.</p> <p>p) <b>Tender completed with the erasable ink will be deemed / declared non-responsive.</b></p> <p>F.3.17 <i>Add the following:</i>  “Acceptance of the tender offer will be subject to the provisions of Clause F.1.5.1 and F.2.1.”, and please note the following:</p> <p>2) The successful Tenderer will be required to submit a <b>valid</b> Letter of Good Standing from the <b>Compensation Commissioner</b> or <b>FEMA</b> within twenty-one (21) days of receipt of Letter of Award.</p> <p>Provide copies of the Contract:</p> <p><i>Add the following after the first sentence:</i>  The number of paper copies of the signed contract to be provided by the employer is one (1).</p>
	F.4	<b>ADDITIONAL CONDITIONS OF TENDER</b>
	F.4.1	<p><b>Jurisdiction</b></p> <p>Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.</p>
	F.4.2	<p><b>Employer’s Contract Participation Goals</b></p> <p>Employer’s contract participation goals are:</p> <p>The appointed Contractor will be required to spend a total of 50% of the accepted tender sum less VAT, allowances for contingencies and contract price adjustment and provisional and prime cost sum amounts in the Eastern Cape as defined in the Contract Data.</p> <p>The 25% Eastern Cape spend will consist of the following:</p> <p><input type="checkbox"/> 10% on Targeted suppliers of materials, goods and services (from Local Resources) in terms of the Contract.</p> <p><input type="checkbox"/> 10% on employment and training of Targeted (Local) Labour in terms of the Contract.</p> <p>It is also a Condition of Tender that the successful tenderer [Contractor] will be required to employ and provide training for Local Labour on the project. A minimum of 10% of the accepted tender sum less VAT, allowances for contingencies and contract price adjustment and provisional and prime cost sum amounts will be required to be spent on the local labour.</p> <p>It is a Condition of Tender that the successful tenderer [Contractor] will be required to</p>

		engage Local Resources [other than the Principal Contractor and SMME contractors appointed] on the project.
	F4.3	<p><b>SUBMISSION OF INVOICES</b></p> <p>Invoices for completed work must be submitted on <a href="mailto:InhouseConstruction.invoices@ectransport.gov.za">InhouseConstruction.invoices@ectransport.gov.za</a> will all the requisite attachments that will be agreed upon during site hand-over meeting.</p>

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO.  
SCMU10-25/26-0006**

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**RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO  
ZITHULELE HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS**

<p><b>THE TENDER</b> <b>PART 2 (OF 2): RETURNABLE DOCUMENTS</b></p>
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**T2.1 List of Returnable Documents**

**T2.2 Returnable Documents**

**Note to Tenderer:**

The information contained on these forms, plus the supporting information, will be used in the first stages of the evaluation of the Tenders.

## T2.1 List of Returnable Documents

### 1. Forms to be completed

FORM	DESCRIPTION
SBD 1	INVITATION TO BID
A.	CONTRACTOR'S ESTABLISHMENT ON SITE
B.	CERTIFICATE OF AUTHORITY FOR SIGNATORY
C	INDICATION OF PROOF OF LOCALITY OF OFFICE
D.	SCHEDULE OF GENERAL BUILDING CONSTRUCTION WORK CARRIED OUT BY THE TENDERER IN THE PAST 10 YEARS
D(A)	SIMILAR PROJECT COMPLETED VERIFICATION FORM (one verification form required for each listed project)
E.	SCHEDULE OF CONSTRUCTION PLANT
F.	NOTICES TO TENDERERS
G	JOINT VENTURE DISCLOSURE FORM
H	CONTRACTOR'S KEY PERSONNEL AND DETAILED CV'S
I	BANKING AND AUDITOR DETAILS
J	DECLARATION – FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2014
K	PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
L	CENTRAL SUPPLIER DATABASE CONFIRMATION (CSD)
M	RATES FOR SPECIAL MATERIALS
T2.2R	COMPULSORY ENTERPRISE QUESTIONNAIRE
SBD 4	BIDDER'S DISCLOSURE
SBD 5	THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAM
SBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
SBD 6.2	SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
SBD 7.2	CONTRACT FORM – RENDERING OF SERVICES

### THESE FORMS MUST BE COMPLETED USING **BLACK INK**

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the tender documents. All such schedules must be signed, and clearly marked as appendices to these relevant forms.

### 2. Other documents that will be incorporated into the Contract.

- C1.1 Offer and Acceptance
- C1.2 Contract Data
- C2.2 Pricing Schedule

## **T2.2 RETURNABLE DOCUMENTS**

**SBD 1: INVITATION TO BID****PART A****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE DEPARTMENT OF TRANSPORT**

BID NUMBER:	SCMU10-25/26-0006	CLOSING DATE:	12 <sup>th</sup> JUNE 2025	CLOSING TIME:	11:00 AM
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DESCRIPTION	RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS
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**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

Department of Transport

Corner Owen &amp; Leeds Street

7<sup>th</sup> Floor, Room 7-90, Botha Sigcau Building

Mthatha

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**CONTACT PERSON **Ms. Thandi Mafani**TELEPHONE NUMBER **072 690 1534**FACSIMILE NUMBER **N/A**E-MAIL ADDRESS **thandi.mafani@ectransport.gov.za****TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**CONTACT PERSON **Mr. Phakamisa Ngqola**TELEPHONE NUMBER **066 381 7987**FACSIMILE NUMBER **N/A**E-MAIL ADDRESS **phakamisa.ngqola@ectransport.gov.za****SUPPLIER INFORMATION**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE STATUS

TAX COMPLIANCE SYSTEM PIN:

OR

CENTRAL SUPPLIER DATABASE No:

MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?

☐ Yes☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?

☐ Yes☐ No

[IF YES, ANSWER THE QUESTIONNAIRE BELOW]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**



## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF THE BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g., company resolution)

DATE: .....

**A: CONTRACTOR'S ESTABLISHMENT ON SITE**

Should the combined, extended total tendered for Item B13.01 The contractor's obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c)(i&ii) Time-related obligations

exceed a maximum of **15%** of the tender sum (excluding; provisional and prime cost sums and its related % mark-up amount in the bill of quantities, total amount for Section B1800: Dayworks, allowances for contingencies and contract price adjustments and VAT), **the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this returnable schedule.**

The Employer will duly consider these reasons but reserves the right to consider the tendered rates or lump sums to be unacceptable or imbalanced and to deal with them in terms of **clause F.3.9.2 of T1.2: TENDER DATA.**

Total tender for Item B13.01 expressed as a percentage of the tender sum (excluding; provisional and prime cost sums and its related % mark-up amount in the bill of quantities, total amount for Section B1800: Dayworks, allowances for contingencies and contract price adjustments and VAT)%.

The information supplied by the tenderer in this returnable schedule and attached supporting documentation (if applicable) to this returnable schedule will be deemed material to the responsiveness and the Employer's risk analysis of the tender offer.

**SIGNED ON BEHALF OF THE TENDERER:** .....

**B: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm his/her authority thereto by attaching a duly signed and dated copy on the company letterhead of the relevant resolution of the board of directors to this form.

**Failure to submit a duly signed resolution will render the tender non-responsive.**

**Note: This Form is not applicable if the Signatory to this tender is a Director, a Member, a Sole Proprietor or a Partner.**

### ***An example is given below:***

"By resolution of the board of directors passed at a meeting held on .....

Mr/Ms ....., whose signature appears below, has been duly authorised.

to sign all documents in connection with **TENDER NO SCMU10-25/26-0006** and any Contract that may arise therefrom on behalf of

(Name of Tenderer in block capitals)

**SIGNED ON BEHALF OF THE COMPANY:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:**

1. ....

2. ....

<b>C: INDICATION OF PROOF OF OFFICE IN THE EASTERN CAPE</b>
---

The Tenderer must attach proof of head office or satellite office/depot in the Eastern Cape / Outside Eastern Cape. NB: CSD will be used as confirmation – Preferred address for the previous 12 months **MUST** show a place within the borders of the Eastern Cape.

Contract Description	Tendering for:	Office in the Eastern Cape or Outside the Eastern Cape	Proof of Office
RELOCATION OF HOUSES  AFFECTED BY THE  UPGRADING OF COFFEE  BAY TO ZITHULELE  HOSPITAL ROAD FOR A  PERIOD OF 12 MONTHS	Y <input type="checkbox"/> / N <input type="checkbox"/>	<div style="display: flex; justify-content: space-between;"> <span>Eastern Cape</span> <input type="checkbox"/> </div> <div style="display: flex; justify-content: space-between;"> <span>Outside Eastern Cape</span> <input type="checkbox"/> </div>	Y <input type="checkbox"/> / N <input type="checkbox"/>

Proof of Address will be taken as the “Preferred Address” as indicated on the Tenderers CSD Report for the previous 12 months. Inspections will be done to confirm address as the company office.

**SIGNED ON BEHALF OF THE TENDERER:** .....

**D: SCHEDULE OF GENERAL BUILDING CONSTRUCTION WORK CARRIED OUT BY THE TENDERER IN THE PAST 10 YEARS**

The tenderer must insert in the spaces provided below a complete list of the latest completed **Building** construction contracts successfully completed by the company in the past 10 years. The bidder must attach **Completion Certificates** in the case of completed contracts. This information shall be deemed to be material to the adjudication of the Contract. A copy of the Completion Certificate for each completed project must be attached, failure to attach Completion Certificates shall render **the bid shall be deemed non-responsive**.

Notes to tenderer:

1. The tenderer must provide, in **TABLE A** of this returnable schedule, information of similar project(s) completed by the tenderer as defined in **CLAUSE F.2.1.4.4 OF T1.2: TENDER DATA**.
2. For each similar project listed by the tenderer in **TABLE A**, the tenderer must attach:
  - (a) the **COMPLETION CERTIFICATE** of the project; and
  - (b) a completed and signed returnable schedule **D(A): SIMILAR PROJECT COMPLETED VERIFICATION FORM**.
3. The tenderer shall indicate in **TABLE A**, were applicable, if the similar project was completed as:
  - (a) a principal contractor (PC);
  - (b) a joint venture (JV) member;
4. The tenderer must only list defined similar project(s) completed in **TABLE A** provided. **DO NOT** attach a separate list of projects; and **DO NOT** include projects which are not defined as similar project.
5. The information supplied by the tenderer in **TABLE A** and attached supporting documentation [similar project completed verification form(s) and completion certificate(s)] to this returnable schedule will be deemed material to the responsiveness and the Employer's risk analysis of the tender offer.

TABLE A: LIST OF SIMILAR PROJECTS COMPLETED FOR RETURNABLE SCHEDULE D

CONTRACT NAME AND CONTRACT NUMBER	EMPLOYER	WORK DONE AS A (tick applicable box)	SHORT DESCRIPTION OF WORKS COMPLETED	DURATION OF WORKS (months)	VALUE OF WORKS COMPLETED (incl. VAT)	COMPLETION DATE (mm/yyyy)
		<input type="checkbox"/> PC <input type="checkbox"/> JV				
		<input type="checkbox"/> PC <input type="checkbox"/> JV				
		<input type="checkbox"/> PC <input type="checkbox"/> JV				
		<input type="checkbox"/> PC <input type="checkbox"/> JV				
		<input type="checkbox"/> PC <input type="checkbox"/> JV				

SIGNED ON BEHALF OF THE TENDERER: .....

<b>FORM D (A):       SIMILAR PROJECTS COMPLETED VERIFICATION FORM (One verification form required for each project)</b>
---

**SIMILAR PROJECTS COMPLETED VERIFICATION FORM (QUESTIONNAIRE)**

FOR TENDER NO. SCMU10-25/26-0006

RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS

**NAME OF TENDERER:** .....

**VERIFICATION OF TENDERER'S INDICATED SIMILAR PROJECT BY CONSULTING ENGINEER OR EMPLOYER**

PAGE 1 OF 2

(Note: Verification by Consulting Engineer or Employer in terms of the contract for the indicated similar project)

**CONTRACT NUMBER:** .....**CONTRACT NAME:** .....**EMPLOYER** : .....**CONTRACTOR** : .....**CONSULTING ENGINEER:** .....**VALUE OF WORKS AT COMPLETION (INCL. VAT):** R.....**MONTH/YEAR COMPLETED:** .....

In terms of this Tender a similar project is defined as:

The construction of a new reinforced concrete bridge structure project(s) completed in the past seven (7) years to the value of at least R 15 million, located within the SADC (South African Development Community) region, which included as a minimum the following:

- At least one (1) project(s) should demonstrate the construction of a reinforced concrete bridge structure
- Targeted subcontractor management / development

1.       **Was a certificate of completion, in terms of the condition of contract, issued to the contractor?**

YES	NO
-----	----

(TICK APPLICABLE BOX)
If **NO**, please state reasons:

.....

.....

.....

CONTINUE TO NEXT PAGE

**VERIFICATION OF TENDERER'S INDICATED SIMILAR PROJECT BY CONSULTING ENGINEER  
OR EMPLOYER**

PAGE 1 OF 2

2. Was the project located within the SADC (South African Development Community) region?

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

3. Was the value of each of the Works, completed by the Tenderer (then Contractor) more or equal (≥) to R 15 million (incl. VAT)

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

If **NO**, please write value below

R
---

4. Did the project include the following works and was the Tenderer (then Contractor) involved with said works?

4.1 Reinforced concrete works

YES	NO	(TICK APPLICABLE BOX)	Involved	YES	NO
-----	----	-----------------------	----------	-----	----

4.2 Targeted subcontractor management / development

YES	NO	(TICK APPLICABLE BOX)	Involved	YES	NO
-----	----	-----------------------	----------	-----	----

**Details of respondent:**

Verification information supplied by:

(state name & surname): .....

Designation on Project: .....

Company: .....

Signature: ..... Date: .....

**Contact Details:**

Tel No.: .....

Email: .....

**Company Stamp:**

*(Please return both pages to Tenderer for submission with his Tender)*





[illegible]

## The Tender – Part 2 – Returnable Documents

**F: NOTICES TO TENDERERS**

In submitting my/our tender, the tender rates and tender sum given in my/our tender has taken into account the following Notice(s) to Tenderers.

Signed copies of all Notices to Tenderers are to be attached to this page.

Please note that any Notices will be uploaded on the same platforms as where the tender document was downloaded from. It is the onus of the Tenderer to ensure that he has checked for any notices prior to submitting his tender document.

NOTICE NO.	SUBJECT MATTER OF NOTICE

**SIGNED ON BEHALF OF THE TENDERER:** .....

**G: JOINT VENTURE DISCLOSURE FORM**

Tenderers submitting tenders as a joint venture are to attach a signed copy of the Joint Venture Agreement or, if a Joint Venture Agreement has not yet been formalized, then the Tenderer is to attach a Letter of Intent of a Joint Venture Agreement, signed by all parties involved in the Joint Venture Agreement. Should the Joint Venture wish to claim B-BBEE points, then a consolidated B-BBEE Scorecard for the Joint Venture partnership must be attached to completed **Form SBD 6.1**.

The Signatory on behalf of the Joint Venture must be disclosed in **Form B: Certificate of Authority for Signatory** as well as in the Joint Venture Agreement.

2. In case of a JV please note additional requirements in terms of Returnable Schedules:

- B: CERTIFICATE OF AUTHORITY FOR SIGNATORY
- C: REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
- H: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
- I: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION
- N: TENDERER'S BANKING DETAILS
- P: COMPULSORY ENTERPRISE QUESTIONNAIRE
- SBD 4: DECLARATION OF INTEREST
- SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

**SIGNED ON BEHALF OF THE TENDERER:** .....

**H: CONTRACTOR'S KEY PERSONNEL & DETAILED CV'S (including TABLES A and B)**

Notes to tenderer:

1. The tenderer must provide, in **TABLES A and B** of this returnable schedule, required information of the tenderer's key personnel as defined in **CLAUSE F.2.1.4.5 OF T1.2: TENDER DATA**.
2. For key personnel listed by the tenderer in **TABLES A and B**, the tenderer must attach:
  - (a) proof of required professional registration with the specified professional body and that the professional registration is currently active.
  - (b) if the key personnel listed by the tenderer is not currently in the employment of the tenderer, provide letter of intent as defined in **CLAUSE F.2.1.4.5 OF T1.2: TENDER DATA**.
3. **TABLES A and B** provides space for the tenderer to provide details of the key personnel and define experience required, as defined in **CLAUSE F.2.1.4.5 OF T1.2: TENDER DATA**.
4. The information supplied by the tenderer in **TABLE A and B** and attached supporting documentation [proof of professional registration and letter of intent (if applicable)] to this returnable schedule will be deemed material to the responsiveness and the Employer's risk analysis of the tender offer.

**SIGNED ON BEHALF OF THE TENDERER:** .....

**TABLE A: TENDERER'S KEY PERSONNEL (CONSTRUCTION MANAGER) FOR returnable schedule H**

NAME	KEY POSITION	ECSA Reg. No	ECSA Category	SACPCMP Reg No	SACPCMP Category	CURRENTLY EMPLOYMENT BE TENDERER (YES or NO)	NO. OF YEARS EXPERIENCE (for defined type of works)
	CONSTRUCTION MANAGER						
List only applicable information relevant to the type and duration of experience required (Start with latest experience)							
CLIENT AND PROJECT NAME	DESCRIPTION OF PROJECT	PROJECT END DATE AND DURATION ON PROJECT	VALUE OF PROJECT	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT NO.	

**SIGNED BY TENDERER:**.....

**TABLE B: TENDERER'S KEY PERSONNEL (CONSTRUCTION HEALTH AND SAFETY OFFICER) FOR RETURNABLE SCHEDULE H**

NAME	KEY POSITION	SACPCMP Reg No	SACPCMP Category		CURRENTLY EMPLOYMENT BE TENDERER (YES or NO)	NO. OF YEARS EXPERIENCE (for defined type of works)
List only applicable information relevant to the type and duration of experience required (Start with latest experience)						
CLIENT AND PROJECT NAME	DESCRIPTION OF PROJECT	PROJECT END DATE AND DURATION ON PROJECT	VALUE OF PROJECT	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT NO.

**SIGNED BY TENDERER:**.....

**I: BANKING AND AUDITOR DETAILS**

The Tenderer shall provide details of his banker and auditing accountant.

**Bank Details -**

Bank Name: .....

Address: .....

Account Number:.....

Contact Person: .....

Tel No.: .....

Fax No.: .....

**Auditor Details -**

Firm Name: .....

Address: .....

Account Number:.....

Contact Person: .....

Tel No.: .....

Fax No.: .....

**SIGNED ON BEHALF OF THE TENDERER:** .....



**J: DECLARATION - FULFILMENT OF THE CONSTRUCTION REGULATIONS - 2014**

In terms of regulation 5(1) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfillment of all the applicable requirements of the Act and the Regulations.

Definition of a Competent Person:

“Competent person” means any person having the knowledge, training, experience and qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.

Tenderers shall answer the questions below:

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

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

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

- 2 Indicate which approach shall be employed to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) – specify: ..... ..... ..... ..... ..... .....	<input type="checkbox"/>

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

.....

.....

.....

.....

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

.....

.....

.....

5 List potential key risks identified and measures for addressing risks:

See the Preliminary Hazard Identification and Risk Assessment contained in the attached Health and Safety Specifications.

**Note: The successful tenderer must submit a project specific Occupational Health and Safety Plan approved by the Client within 14 days of being allocated the works assignment /Work Package.**

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

(Tick)

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

SIGNATURE OF PERSON AUTHORISED TO SIGN THIS TENDER:

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

ID No.: .....

**K: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)**

Notes to tenderer:

1. The tenderer shall attached to this returnable schedule a printed copy of the Active Contractor's Listing off the Construction Industry Development Board (CIDB) website ([www.cidb.org.za](http://www.cidb.org.za)).
2. Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration.
3. In the case of a joint venture (JV):
  - (a) a printed copy of the Active Contractor's Listing must be provided for each member of the JV; and
  - (b) a signed copy of the JV Agreement must be attached to returnable schedule **G: JOINT VENTURE DISCLOSURE**

**IN CASE OF SINGLE TENDERING ENTITY:**

Name of Contractor: .....

Contractor Grading Designation: ..... **GB** class of construction work

CIDB Contractor Registration Number: .....

Expiry Date: .....

**IN CASE OF A JOINT VENTURE:**

*Lead member if Joint Venture*

Name of Contractor: .....

Contractor Grading Designation: ..... **GB** class of construction work

CIDB Contractor Registration Number: .....

Expiry Date: .....

*Other member(s) of Joint Venture*

Name of Contractor: .....

Contractor Grading Designation: ..... **GB** class of construction work

CIDB Contractor Registration Number: .....

Expiry Date: .....

Name of Contractor: .....

Contractor Grading Designation: ..... **GB** class of construction work

CIDB Contractor Registration Number: .....

Expiry Date: .....

(Attached additional pages if more space is required.)

**SIGNED BY TENDERER:**.....

**L: CENTRAL SUPPLIER DATABASE (CSD)**

Notes to Tenderer:

1. The tenderer must be registered the National Treasury Central Supplier Database and tax status must be compliant, in terms of National Treasury requirements. Failure to comply will render the tender offer non-responsive.
2. The tenderer shall complete this returnable schedule and attach a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database ([www.treasury.go.za](http://www.treasury.go.za)). In the case of a joint venture (JV), the tenderer shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV.

**IN CASE OF SINGLE TENDERING ENTITY:**

Name of Supplier: .....

Central Supplier Database Supplier Number: .....

**IN CASE OF A JOINT VENTURE:**

*Lead member if Joint Venture*

Name of Supplier: .....

Central Supplier Database Supplier Number: .....

*Other member(s) of Joint Venture*

Name of Supplier: .....

Central Supplier Database Supplier Number: .....

Name of Supplier: .....

Central Supplier Database Supplier Number: .....

(Attached additional pages if more space is required.)

**SIGNED ON BEHALF OF THE TENDERER:** .....

**M: RATES FOR SPECIAL MATERIALS**

Notes to tenderer:

1. Each material dealt with as a special material in terms of **CLAUSE 6.8.3 OF C1.2 CONTRACT DATA** is stated by the Employer, in the table below.
2. If **NO** special materials are stated by the Employer, in the table below, then **NO** special materials are applicable to the tender.
3. Where special material is stated by the Employer, in the table below, the tenderer shall provide the unit (indicating whether the material will be delivered in bulk or in containers) and rate for such special materials.
4. Such rates and prices shall not include VAT but shall include all other obligatory taxes and levies.
5. Fuel is **NOT** classified as a special material.
6. When called upon to do so by the Employer, the tenderer shall substantiate the tenderer special material rates and prices with acceptable documentary evidence.
7. Only special material, stated by the Employer, for which the tenderer has provided units, tendered rates and prices in the table below shall be carried forward to **CLAUSE 6.8.3 OF C1.2 CONTRACT DATA (PART 2)**.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH
Cement	kg	

\* Tenderer to indicate whether the material will be delivered in bulk or in containers.

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

**SIGNED ON BEHALF OF THE TENDERER:** .....

**FORM T2.2R: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service with the state**

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

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (Tick appropriate column)	
		Current	Within last 12 months

\*Insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

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

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

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

\*Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

\* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act.

**FORM T2.2R: COMPULSORY ENTERPRISE QUESTIONNAIRE**  
**(for Joint Venture partner if applicable)**
**Section 1: Name of enterprise: .....**
**Section 2: VAT registration number, if any: .....**
**Section 3: CIDB registration number, if any: .....**
**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (Tick appropriate column)	
		Current	Within last 12 months

\*Insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**



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

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

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

\*Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

\* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act

**SBD 4: BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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

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

## 2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3

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

ABOVE IS CORRECT.

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

.....  
Signature Date

.....  
Position Name of bidder

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
  - (a) Any single contract with imported content exceeding US\$10 million.
  - or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
  - or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
  - or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....	Closing date:.....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

Js475wc

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

*(Delete whichever is not applicable for this tender).*

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

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

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

Price; and

Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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



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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

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 points is allocated for price on the following basis:

**80/20**

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = 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.)**

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
<b>Historically Disadvantaged Individuals</b>		
Black ownership	10	% ownership as per CIPC / CSD
Women ownership	05	% ownership as per CIPC / CSD
Locality (EC Province)	05	% Preferred address on CSD

#### 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.

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

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

**SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS****SBD 6.2**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that **only** locally produced or manufactured goods, with a stipulated minimum threshold for local production and content **will be considered**.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**

- 1.6. **A bid may be disqualified if this Declaration Certificate (SBD6.2) and the Annex C (Local Content Declaration: Summary Schedule) are not submitted** as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Steel Products and Component for Construction</u>	<u>100%</u>

3. Does any portion of the goods or services offered have any imported content?  
(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):

.....  
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration

E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

## Annex C

SATS 1286.2011

## Local Content Declaration - Summary Schedule

<b>Tender No.</b>	SCMU10-IHC-21/22-0006	
<b>Tender description:</b>	RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS	
<b>Designated product(s)</b>	STEEL PRODUCTS AND COMPONENTS	
<b>Tender Authority:</b>		
<b>Tendering Entity name:</b>		
<b>Tender Exchange Rate:</b>	Pula <input type="text"/>	EU <input type="text"/>
<b>Specified local content %</b>	100%	

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
B23.12	Steel Reinforcement (a) Welded steel fabric							5850			

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of Bidders from Annex B

Date:

**SBD 7.2****CONTRACT FORM - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid.
    - Proof of tax compliance status.
    - Pricing schedule(s).
    - Filled in task directive/proposal.
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations.
    - Bidder's Disclosure form.
    - Special Conditions of Contract.
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

DATE: .....



**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I.....in my capacity as.....  
accept your bid under reference number **SCMU10-25/26-0006** dated.....for the rendering of  
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the  
contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO.  
SCMU10-25/26-0006**

**RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO  
ZITHULELE HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS**

**CONTRACT**

**PART 1 (OF 4): AGREEMENTS AND CONTRACT DATA**

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Form of Security (Pro Forma)**
- C1.4 Occupational Health & Safety Act, Act 85 of 1993**  
**Contractors 37.2 Mandatory Agreement**
- C1.5 Application for Permit to do Construction Work (Pro Forma)**

# PROVINCE OF THE EASTERN CAPE

## DEPARTMENT OF TRANSPORT

### TENDER NO. SCMU10-25/26-0006

#### RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS

#### C1.1: FORM OF OFFER AND ACCEPTANCE

#### 1. OFFER

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

**SCMU10-25/26-0006: RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS**

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

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

**The offered total of the prices inclusive of Value-Added Tax is:**

.....  
 .....  
 ..... **Rand (in words); 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 Form of Offer and Acceptance document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the tender data or other period as agreed, whereupon the Tenderer becomes the party named as the contractor in terms of the Conditions of Contract identified in the Contract Data.

#### OFFER SIGNATURE BLOCK

Signature(s)	.....	.....
Name(s)	.....	.....
Capacity	.....	.....
for the <b>Tenderer</b>	.....	
	(Name and address of organization)	

AS WITNESSES

Witness 1

Signature .....

Date .....

Name .....

Witness 2

Signature .....

Date .....

Name .....

## 2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the employer identified below accepts the Tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due for respective ad hoc work assignments /work packages in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the Contract are contained in:

**Part C1: Agreements and Contract Data (which includes this Form of Offer and Acceptance)**

**Part C2: Pricing data**

**Part C3: Scope of Work**

**Part C4: Site Information**

**and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above as well as the Appendices.**

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 Form of Offer and Acceptance agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this Form of Offer and Acceptance including the Schedule of Deviations (if any). Unless the tenderer (now contractor), within five (5) 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.

### ACCEPTANCE SIGNATURE BLOCK

**SCMU10-25/26-0006: RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS** Signature(s) .....

Name(s) .....

Capacity .....

for the **Employer:** **Department of Transport**  
**Province of the Eastern Cape**  
**Private Bag X0023,**  
**BHISHO, 5605**

Name of witness .....

Signature  
of witness ..... Date .....

### 3. SCHEDULE OF DEVIATIONS

#### RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS

##### Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the tender conditions.
2. Any other matter arising from the process of Offer and Acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.
3. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

1. Subject .....  
Details .....
2. Subject .....  
Details .....
3. Subject .....  
Details .....
4. Subject .....  
Details .....
5. Subject .....  
Details .....

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

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

**SCHEDULE OF DEVIATIONS SIGNATURE BLOCK****For The Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

for the **Tenderer** .....  
(Name and address of organization)Name and signature  
of witness ..... Date .....**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

for the **Employer:** **Department of Transport**  
**Province of the Eastern Cape**  
**Private Bag X0023,**  
**BHISHO,**  
**5605**Name and signature  
of witness ..... Date .....

**4. CONFIRMATION OF RECEIPT**

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

the ..... (day)

of ..... (month)

20 ..... (year)

at ..... (place)

**For the Contractor:**

Signature: .....

Name: .....

Capacity: .....

**Signature and name of witness:**

Signature: .....

Name: .....



## PROVINCE OF THE EASTERN CAPE

## DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-25/26-0006

RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE  
HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS

## PART 1: DATA PROVIDED BY THE EMPLOYER

## C1.2: CONTRACT DATA (PART 1)

## CONDITIONS OF CONTRACT

The JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee is applicable to this contract.

## CONTRACT VARIABLES

## The Schedule

The Schedule contains all variables referred to in this document and is divided into part 1: contract data completed by employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement.

Spaces requiring information must be filled in, shown as 'not applicable' or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be Annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [ ] brackets.

No.	Clause	Description
<b>PART 1: PRE-TENDER INFORMATION</b>		
<b>42.1 CONTRACTING AND OTHER PARTIES</b>		
	42.1.1 [1.2]	<b>Employer:</b> <b>The Department of Transport, Eastern Cape</b> Postal Address: <b>Private Bag X1605</b> <b>Grahamstown</b> <b>6139</b> Tel: +27 46 602 8128 Fax: 086 622 5131  Physical address: <b>1 Reynolds Street</b> <b>Industrial Area</b> <b>Makanda</b> <b>6139</b>
	42.1.2 [5.1]	<b>Principal Agent:</b> <b>Professional services</b>  Postal Address: <b>1 Reynolds Street</b> <b>Industrial Area</b> <b>Makhanda</b> <b>6139</b> Tel: +27 663817987 Fax: 086 622 5131 Email: <a href="mailto:phakamisa.ngqola@ectransport.gov.za">phakamisa.ngqola@ectransport.gov.za</a>
	42.1.3 [5.1]	<b>Agent (1)</b> <b>Civil/Structural : Professional services</b>  Postal Address:

		<b>Private Bag X1605</b> <b>Grahamstown</b> <b>6139</b> Tel: +27 46 602 8128      Fax: 086 622 5131      Email: <a href="mailto:phakamisa.ngqola@ectransport.gov.za">phakamisa.ngqola@ectransport.gov.za</a>																		
	42.1.2 [5.2]	<b>Agent (2)</b> <b>Quantity Surveyor - The Department of Transport, Eastern Cape</b>  Postal Address: <b>Private Bag X1605</b> <b>Grahamstown</b> <b>6139</b> Tel: +27 663817908      Fax: 086 622 5131      Email: <a href="mailto:Sonwabo.somhlahlo@ectransport.gov.za">Sonwabo.somhlahlo@ectransport.gov.za</a>																		
	42.1.3 [5.2]	<b>Agent (3)</b> <b>N/A</b>  Postal Address: <b>N/A</b> Tel: N/A      Fax: N/A      Email: <u>N/A</u>																		
	<b>42.2</b> 42.2.1	<b>CONTRACT DETAILS</b> <b>Works</b> description:																		
	42.2.2	<b>Site</b> description:																		
	42.2.4  [31.11.2#]  [11.2#] [31.4.2#] [40.2.2#] [26.1.2#]	Specific options that are applicable to a <b>State</b> organ only Where so:  1) Interest rate legislation: The interest rate applicable will be 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) 2) Lateral Support insurance to be effected by the <b>contractor</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 3) Payment will be made for <b>materials and goods</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 4) Dispute resolution by litigation      Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 5) Extended <b>defects</b> liability period applicable to the following elements: <b>Not Applicable</b>																		
	42.2.6 [15.3]	Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b> : Ten (10) <b>working days</b> .																		
	42.2.7	For the <b>works</b> as a whole																		
	[24.3.1] [30.1]	The date for <b>practical complete</b> shall be <b>12 months</b> from the <b>commencement date</b> and the penalty per <b>calendar day</b> shall be <b>R350.00</b>																		
	42.2.8 [24.3.1] [28.1]	For the <b>works</b> as a whole: The date for <b>practical completion</b> from the <b>commencement date</b> and the <b>penalty</b> per <b>calendar day</b> : <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Date</th> <th style="text-align: center;">Penalty Amount</th> </tr> </thead> <tbody> <tr> <td><b>Section 1</b></td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td><b>Section 2</b></td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td><b>Section 3</b></td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td><b>Section 4</b></td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td><b>Section 5</b></td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> </tbody> </table>		Date	Penalty Amount	<b>Section 1</b>	N/A	N/A	<b>Section 2</b>	N/A	N/A	<b>Section 3</b>	N/A	N/A	<b>Section 4</b>	N/A	N/A	<b>Section 5</b>	N/A	N/A
	Date	Penalty Amount																		
<b>Section 1</b>	N/A	N/A																		
<b>Section 2</b>	N/A	N/A																		
<b>Section 3</b>	N/A	N/A																		
<b>Section 4</b>	N/A	N/A																		
<b>Section 5</b>	N/A	N/A																		
	42.2.9 [1.2]	The <b>law</b> applicable to this agreement shall be that of: <b>The Republic of South Africa</b>																		

	42.3	<b>INSURANCES</b>
	42.3.1 [10.1#, 10.2#, 12.1#]	Contract works insurance to be effected by <b>contractor</b> <input checked="" type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 10% with a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the minimum sum of R_____ ( ) with a deductible not exceeding 5% of each and every claim
	42.3.2 [10.1#, 10.2#, 12.1#]	Supplementary insurance is required <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> <input type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 10%
	42.3.3 [11.1#, 12.1#]	Public liability insurance to be effected by the <b>contractor</b> <input checked="" type="checkbox"/> To the minimum value of the R5 million (Five Million Rands only) with a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the minimum sum of R_____ ( ) with a deductible not exceeding 5% of each and every claim
	42.3.4 [11.2#, 12.1#]	Support insurance to be effected by the <b>contractor</b> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/> For the sum of <b>R insert amount (insert amount in words)</b>
	42.4	<b>DOCUMENTS</b>
	42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the <b>contractor</b> at no cost
	42.4.3	<b>Bill of quantities / Lump sum document</b> schedule of rates drawn up in accordance with <input checked="" type="checkbox"/> Standard System of Measuring Building Work (seventh edition as amended) Or <input type="checkbox"/> Other: ( <i>Specify</i> )
	42.4.5 [3.4]	<b>JBCC Engineering General Conditions</b> are to be included in the <b>contract documents</b> : <b>Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/>
	42.4.6 [31.5.3]	The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices: <b>Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/> Alternative Indices (If applicable)_____
	42.4.7 [3.10]	Details of changes made to the provisions of <b>JBCC</b> standard document
1	1.1	<b>COMMENCEMENT DATE</b> – Means the date that the <b>agreement</b> , made in terms of the Form of Offer and Acceptance, comes into effect <b>CONSTRUCTION GUARANTEE</b> – means a guarantee at call obtained by the contractor on the <b>commencement date</b> and ending on the date of <b>practical completion</b> <b>CORRUPT PRACTICE</b> – means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution <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 <b>INTEREST</b> – the interest rates applicable on 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) <b>PRINCIPAL AGENT</b> – means the person or entity appointed by the <b>employer</b> and named in the <b>schedule</b> . In the event of a <b>principal agent</b> not being appointed, then all the duties and obligations of a <b>principal agent</b> as detailed in the <b>agreement</b> shall be fulfilled by a representative of the <b>employer</b> as named in the <b>schedule</b> <b>SECURITY</b> – means a 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
2	1.6	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:
3	1.6.4	No clause
4	3.2.1	Add at the end thereof: The <b>contractor</b> shall supply and keep a copy of the <b>JBCC Series 2000 Principal Building Agreement and Preliminaries</b> applicable to his contract on the <b>site</b> , to which the <b>employer</b> , <b>principal agent</b> and <b>agents</b> shall have access at all times.
5	3.10	Replace the second reference to “ <b>principal agent</b> ” with the word “ <b>employer</b> ”
6	4.3	No clause
7	5.1.2	Under clause 41 – Include reference to 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the <b>employer</b> has retained its authority and has not given a mandate to the <b>principal agent</b> and in terms of which the <b>employer</b> shall sign all documents
8	10.5	Add the following as 10.5  <b>Damage to the works</b> (1) Without in any way limiting the <b>contractor's</b> obligations in terms of the terms of the contract, the <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and security measures other steps for the protection and security of the <b>works</b> as the <b>contractor</b> may deem necessary. (2) The <b>contractor</b> shall at all times proceed immediately to removed or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b> (3) The <b>employer</b> shall carry the risk of damage to or destruction of the <b>works</b> and material paid for by the <b>employer</b> that is the result of the excepted risks as set out in 10.6 (4) Where the <b>employer</b> bears the risk in terms of this contract, the <b>contractor</b> shall, if requested to do so, reinstate any damage or destroyed portions of the <b>works</b> and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof
9	10.6	Add the following as 10.6  <b>Injury to Persons or loss of or damage to Properties</b> (1) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> 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 <b>works</b> unless due to any act or negligence of any person for whose actions the <b>employer</b> is legally liable (2) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the <b>site</b> , whether belonging to or under the control of the <b>employer</b> or any other body or person, arising out of or in the course of or by reason of the execution of the <b>works</b> unless due to any act or negligence of any person for whose actions the <b>employer</b> is legally liable (3) The <b>contractor</b> shall upon receiving a <b>contract instruction</b> from the <b>principal agent</b> cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the <b>employer</b> shall be entitled to cause it to be made good and to recover the cost thereof from the <b>contractor</b> or to deduct the same from amounts due to the <b>contractor</b> (4) The <b>contractor</b> shall be responsible for the protection and safety of such portions of the premises placed under his control by the <b>employer</b> for the purpose of executing the <b>works</b> until the issue of the <b>certificate of practical completion</b>

		<p>(5) Where the execution of the <b>works</b> 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 <b>contractor</b>, 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 <b>works</b> has been completed</p> <p>(6) The <b>contractor</b> 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 <b>works</b></p>
10	10.7	<p>Add the following as 10.7</p> <p><b>HIGH RISK INSURANCE</b></p> <p>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 that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p>
	10.7.1	<p><b>Damage to the works</b></p> <p>The <b>contractor</b> shall, from the <b>commencement date</b> of the <b>works</b> until the date of the <b>certificate of practical completion</b>, bear the full risk of and hereby indemnifies and holds harmless the <b>employer</b> against any damage to and/or destruction of the <b>works</b> consequent upon a catastrophic ground movement as mentioned above. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection of the <b>works</b> as he may deem necessary</p> <p>When so instructed to do so by the <b>principal agent</b>, the <b>contractor</b> shall proceed immediately to removed and/or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b>, at the <b>contractor's</b> own costs</p>
	10.7.2	<p><b>Injury to persons or loss of or damage to property</b></p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> 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 person injuries to or the death of the death of any person whomsoever resulting from arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> 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 the contract</p>
	10.7.3	<p>It is the responsibility of the <b>contractor</b> 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 <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, within twenty one (21) <b>calendar days</b> of the <b>commencement date</b> but before commencement of the <b>works</b>, submit to the <b>employer</b> proof of such insurance policy, if requested to do so.</p>
	10.7.4	<p>The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> 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 <b>contractor</b> 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 <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole.</p>
	15.1.1	<p>No clause</p>
	15.1.4	<p>Add 15.1.4 as follows:</p> <p>An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) <b>calendar days</b> of <b>commencement date</b></p>
	15.2.1	<p>Amend as follows:</p> <p>"Give the <b>contractor</b> possession of the <b>site</b> within ten (10) <b>working days</b> of the <b>contractor</b> complying with the terms of 15.1.4</p>

20.1.3	No clause
21.0	No clause
26.1.2	Add # next to 26.1.2
29.2.5	No clause
31.12	Delete the following: "Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due."
32.5.1, 32.5.4 and 32.5.7	Add the following to the end of each of these clauses: ".....due to no fault of the <b>contractor</b> "
34.1	Remove #
34.2	Add # next to 34.2
34.13	Replace "seven (7) <b>calendar days</b> " with "twenty one (21) <b>calendar days</b> " and delete the words: "subject to the <b>employer</b> giving the <b>contractor</b> 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	Refuses or neglects to comply strictly with any of the conditions of contract
36.1.4	Estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa
36.1.5	In the judgment of the employer, has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract
36.3	Remove reference to "No clause", and replace " <b>principal agent</b> " with " <b>employer</b> "
36.7, 37.5 and 38.7	Add the following: "Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b> , or for any reason whatsoever, and the contractor shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b> . The <b>contractor</b> 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"
37.3.5 and 38.5.4	Replace "ninety (90)" with "one hundred and twenty (120)"
39.3.5	Add the following words at the end thereof: "within one hundred and twenty (120) <b>working days</b> of completion of such report"
40.2.2	Under clause 41 – replace "one (1) year" with "three (3) years"
40.6	Under clause 41 – remove reference to no clause
40.7.1	Change "(10)" to "(15)"
	Add the following to the end thereof: Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the <b>mediator</b> and related costs

## PROVINCE OF THE EASTERN CAPE

## DEPARTMENT OF TRANSPORT

TENDER NO.  
SCMU10-25/26-0006

RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE  
HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS

## C1.2: CONTRACT DATA (PART 2)

## PART 2: DATA PROVIDED BY THE CONTRACTOR

No.	Clause	Description
1	42.5.1	The Contractor is  <i>[The Legal name of the Contractor].</i>
2	42.5.1	The Contractor's address for receipt of communications and notices is:  Telephone:  E-mail:  Address (Postal):    TAX / VAT Registration No:.....
3	42.5.2	The accepted <b>contract sum</b> inclusive of <b>tax</b> is R _____  Amount _____ in _____ words: _____ _____
4	42.5.3  [31.3]	The latest day of the month for the issue of an interim <b>payment certificate</b> : _____
5	42.5.4  [32.12]	The preliminaries amounts shall be paid in terms of: <b>Option A</b> <input type="checkbox"/> <b>Option B</b> <input type="checkbox"/>
6	42.5.5  [32.12]	The preliminaries amounts shall be adjusted in terms of: <b>Option A</b> <input type="checkbox"/> <b>Option B</b> <input type="checkbox"/>
7	42.5.7	<b>The security to be provided by the contractor:</b>

/

No.	Clause	Description
	[14]	<p style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>1. variable <b>construction guarantee</b> of 12.5% of the <b>contract sum</b> Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>2. fixed <b>construction guarantee</b> of 7.5% of the <b>contract sum</b></p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>3. payment reduction of 10% of the value certified in the <b>payment certificate</b> [14.7.1]</p> <p><b>NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-term Insurance Act, 1998 (Act 53 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b></p>
	42.5.8 [29.7.2]	<p>The annual building holiday period after commencement of the <b>construction period</b>:</p> <p>From: _____ to _____</p>
	42.6 42.6.1	<p><b>DOCUMENTS</b></p> <p><b>Contracts documents</b> marked annexed hereto:</p> <p>Priced <b>bill of quantities</b>: Yes <input type="checkbox"/> No <input type="checkbox"/> marked as: _____</p> <p><b>Lump sum document</b>: Yes <input type="checkbox"/> No <input type="checkbox"/> marked as: _____</p> <p><b>Guaranteed</b>: Yes <input type="checkbox"/> No <input type="checkbox"/> marked as: _____</p> <p><b>Contract drawings</b>: Yes <input type="checkbox"/> No <input type="checkbox"/> marked as: _____</p> <p>Other documents: Yes <input type="checkbox"/> No <input type="checkbox"/> (<i>Attach additional pages if more space is required</i>)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>



## PROVINCE OF THE EASTERN CAPE

## DEPARTMENT OF TRANSPORT

TENDER NO.: SCMU10-25/26-0006

RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE  
HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS**C1.3: PERFORMANCE GUARANTEE (PRO FORMA)**

## GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address: .....

"Employer" means: THE DEPARTMENT OF TRANSPORT, EASTERN CAPE

"Contractor" means: .....

"Employers Agent" means: .....

"Works" means: RELOCATION OF THE HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO  
ZITHULELE HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS

"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 for Works assignment inclusive of tax of  
R.....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words: .....

"Expiry Date" means: The date of issue by the Employers Agent of the Certificate of Completion of the  
Works.CONTRACT DETAILS Employers Agent 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 the date of issue by the Employers Agent of the Certificate of Completion of the Works. The Employers Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.  
The Guarantor hereby acknowledges that
- 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3 Subject to the Guarantor's maximum liability referred 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:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employers Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 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.
- 4 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 5.1the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called;
- 6 5.2a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Contractor is insolvent;
- 7 5.3the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final order of the court.
- 8 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 9 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.
- 10 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.
- 11 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 12 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.
- 13 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 14 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.
- 15 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.
- 16 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).....

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-25/26-0006

RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE  
HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS

<p><b>C1.4 : OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 CONTRACTORS 37.2 AGREEMENT</b></p>
--

AGREEMENT WITH MANDATORY

In terms of Section 37(1) and (2)

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

DEPARTMENT OF TRANSPORT, PROVINCE OF THE EASTERN CAPE

(Hereinafter referred to as the “Client”)

AND

\_\_\_\_\_  
PRINCIPAL CONTRACTOR

(Hereinafter referred to as the “Principal Contractor”)

Compensation Fund Number: \_\_\_\_\_

Valid Letter of Good Standing to be attached to this Mandatory Document

**PRINCIPAL CONTRACTOR'S UNDERTAKING AND INDEMNITY**

1. The Principal Contractor hereby agrees and undertakes, in terms of Section 37(2) of the Act, to accept full responsibility for all health and safety matters for the duration of its carrying out the work, including but not limited to:-
  - 1.1 providing for the health and safety of its personnel and ensuring that its personnel at all times adhere to the provisions of the Act and the terms and conditions of the Agreement; and
  - 1.2 ensuring that no third party's health and safety is endangered in any way by the Principal Contractor's activities or conduct on the Clients premises.
2. The Principal Contractor hereby indemnifies and holds the Client harmless against any loss, action, expense, claim, harm or damage of whatsoever nature suffered or sustained by the Client pursuant to a breach by the Principal Contractor or its Personnel and/or Contractors, of the provisions of the agreement and the Act.

**The Principal Contractor's obligations include, without limitation, the following: -**

1. The Principal Contractor shall not cause, as far as is reasonably practicable, any harm to or endanger any Clients personnel or other persons on the Clients premises at which the Principal Contractor is carrying out the work.
2. The Principal Contractor shall ensure that its personnel have access to an updated edition of the OHS Act at all times.
3. The Principal Contractor agrees to co-operate with the Client and provide the Client with all information relating to occupational health and safety issues where the Client requests such information, including any non-compliance with the requirements of the Act.
4. The Principal Contractor shall ensure that the Personnel, when on Clients premises, at all times adhere to the standard health, safety and security procedures and guidelines as laid down by the Client for its own personnel in terms of the Act, as varied and conveyed by the Client to the Principal Contractor from time to time.
5. The Principal Contractor shall ensure that, where applicable in terms of the Act, members of its personnel involved in carrying out the work undergo thorough medical examinations prior to commencing any activity on the Clients premises and continue to undergo routine medical examinations for the duration of the work.
6. The Principal Contractor shall ensure that the work carried out on The Client premises shall be carried out under strict supervision by qualified members of the Principal Contractors personnel who are trained to understand the hazards associated with the work and who are authorized to take such precautionary measures as are necessary. Further, the Principal Contractor shall enforce disciplinary measures where any members of its Personnel do not comply with the provisions of the Act.
7. The Principal Contractor shall ensure that all members of its personnel report any unsafe or unhealthy work situations to the Principal Contractor immediately. The Principal Contractor will in turn report such situations to the Client's appointed Agent immediately.
8. In the event of an incident occurring on the Client premises, the Principal Contractor shall immediately notify the Client thereof and shall inform the relevant provincial director at the Department of Labour thereof within 7 (seven) days of the incident occurring. The Client reserves the right to retain an interest in any such incident. Accordingly, the Principal Contractor shall provide the Client with copies of all documentation relating to the incident and any formal investigations or inquiries conducted in terms of the OHS Act.
9. The Principal Contractor shall under no circumstances bring any intoxicating substances onto The Client premises. Where the Client has reason to believe that any member of the Principal Contractors personnel is under the influence of an intoxicating substance, the Client shall be entitled to deny such person access to or remove such person from the Clients premises.

10. In terms of Section 10(4) of the Act, the Principal Contractor undertakes that where it uses an article sourced from a third party in the course of carrying out the work, it shall ensure that such article complies with the prescribed requirements.
11. The Principal Contractor undertakes that all vehicles used on the Clients premises shall be in a roadworthy condition and shall be fully licensed and adequately insured. The Principal Contractor undertakes further that it shall use suitably skilled and licensed drivers/operators for such vehicles and that no passengers shall be carried in these vehicles unless the vehicle in question has been specifically designed for carrying passengers. Further, the Principal Contractor shall comply with the requirements of the Hazardous Substances Act No 15 of 1973, as amended from time to time, where hazardous substances are carried on any of its vehicles.
12. The Principal Contractor undertakes, at all times, to adhere to the minimum requirements for environmental standards as set out in the OHS Act, including but not limited to lighting requirements, thermal requirements, ventilation, flooding precautions, fire precautions and noise conservation and further undertakes not to cause any impairment to the existing environmental conditions on The Clients premises.
13. The Principal Contractor shall at all times have an adequate supply of fire protection equipment at the Clients premises on which the work is in progress. The Principal Contractor shall also ensure that all personnel on the Clients premises are familiar with the Client's fire precautions and procedures; including alarm signals and emergency exits and that they adhere to such precautions.
14. The Principal Contractor shall provide and maintain in good condition, a satisfactorily equipped first aid box where there are more than five personnel members at the Clients premises.
15. The Principal Contractor shall ensure that all personnel are trained and provided with instructions and information on health and safety aspects relating to the work and that they understand the hazards associated with the work being carried out on the Clients premises, if applicable.
16. The Principal Contractor shall ensure that where needed, health and safety equipment shall be provided or installed.
17. The Principal Contractor shall further ensure that all personnel using any machinery or other equipment are properly trained and qualified to use such machinery or other equipment and that precautionary measures are taken when using any machinery or equipment.
18. The Principal Contractor shall not permit any person to enter the Clients premises where the work is being carried out where the health and safety of such person is at risk or may be at risk. Where the Client deems it necessary, the Principal Contractor agrees to post a notice at the Clients premises prohibiting the entry of unauthorized persons onto the premises.
19. If the Principal Contractor is to engage in construction work on the Client premises and if the nature of such construction work falls within the ambit of Section 3 of the Construction Regulations to the OHS Act, it shall inform the relevant provincial director at the Department of Labour thereof and provide the provincial director with the information required in the aforementioned Section 3.
20. The Principal Contractor shall at all times allow inspectors access to The Client premises and shall allow them to inspect the work. The Principal Contractor shall not prevent any inspector from removing any article, substance, machinery or documentation and shall allow an inspector to provide assistance where such inspector deems necessary.
21. Should the Client at any time have reason to believe that any member of the Principal Contractors personnel is failing to comply with the provisions of the OHS Act or that such Personnel-member poses a threat or risk to the Client, the Client shall be entitled to deny such personnel-member access to any or all of the Client's premises and require the Principal Contractor to replace such member of its personnel without delay.

**Principal Contractor WARRANTIES**

The Principal Contractor hereby warrants that it shall at all times:-

1. comply with all provisions of the OHS Act and the Regulations thereto;
2. be in possession of all required permits to carry out the work, such permits to remain valid for the full duration of the work;
3. be in possession of a valid registration with the Compensation Commissioner in terms of the Compensation for Occupational Injuries Act No 130 of 1993 and have paid all monies due to the Compensation Commissioner. The Principal Contractor must ensure that its cover under the abovementioned OHS Act remains in force for the duration of the work;
4. be in possession of and present to the Client on signing hereof, a letter of Good Standing from the Compensation Commissioner;
5. have correctly trained personnel with the required certifications and qualifications as prescribed by the Act;
6. maintain acceptable levels of hygiene and cleanliness in carrying out the work;
7. carry out and comply with all requirements prescribed in terms of the General Safety Regulations in the Act, including but not limited to:-
  - 7.1 using adequate personal protective equipment where applicable; and
  - 7.2 using machinery which is in good order and is fit for the purpose for which it is intended; and
8. as far as reasonably practicable, ensure that any persons other than the Personnel who may be directly affected by the Principal Contractor activities shall not be exposed to health and safety dangers as a result of the work which the Contractor is carrying out.

**ACCEPTANCE BY MANDATORY****SIGNED** at ..... on ..... 20 .....\_\_\_\_\_  
For and on behalf of the **Client**\_\_\_\_\_  
Name & Office**WITNESSES:**1 \_\_\_\_\_  
Signature\_\_\_\_\_  
Name2 \_\_\_\_\_  
Signature\_\_\_\_\_  
Name**SIGNED** at ..... on ..... 20 .....\_\_\_\_\_  
For and on behalf of the **Contractor**\_\_\_\_\_  
Name & Office**WITNESSES:**1 \_\_\_\_\_  
Signature\_\_\_\_\_  
Name2 \_\_\_\_\_  
Signature\_\_\_\_\_  
Name

## PROVINCE OF THE EASTERN CAPE

## DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-25/26-0006

**RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE  
HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS**

<b>C1.5 : APPLICATION FOR PERMIT TO DO CONSTRUCTION WORK (PRO FORMA)</b>
--

**ANNEXURE 1****APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK****In terms of Regulation 3(2) of Construction Regulations, 2014**

This application must be submitted with the following documents

1. Health and Safety Specification
2. Health and Safety Plan
3. Baseline Risk Assessment

1. Name, Postal Address and Telephone Numbers of the Client:

.....  
 .....

2. Details of the Construction Health and Safety Agent:

- a) Title, Surname and Initials: .....
- b) Identity Number / Passport Number .....
- c) Registration Number with SACPCMP: .....
- d) Office Tel. Number and / or Mobile Number: .....
- e) Postal Address: .....  
 .....

3. Name, Postal Address and Telephone Numbers of the appointed Principal Contractor:

.....  
 .....

4. Name, Postal Address and Telephone Numbers of Designer of the Project:

.....  
 .....

5. Name, Postal Address and Telephone Numbers of the following Persons:

- a) Construction Manager: CR 8.1 .....  
 .....



- b) Construction Health and Safety Manager: .....
- .....
- c) Construction Health and Safety Officer: CR 8.5 .....
- .....

6. Exact Physical Address of Construction Site and Site Office: .....

.....

.....

7. Nature of Construction Work: .....

.....

.....

8. Expected Commencement Date: .....

9. Expected Completion Date: .....

10. Estimated Maximum Number of Persons on the Construction Site: .....

11. Planned Number of Contractors on Site accountable to the Principal Contractor: .....

12. Names of Contractors Appointed:

.....

.....

.....

.....

.....

13. Signature of Client / Client's CHS Agent

.....

14. Signature of Principal Contractor

<b>FOR OFFICE USE ONLY</b>					
<b>Authorization / Unique Number</b>		<b>Labour Centre</b>		<b>Official Approval Stamp</b>	
15. Date of Application: .....					
16. Submitted Documents Prescribed in Construction Regulation 5.4 (Please Tick ✓)					
CR 5.1(a)		CR 5.1 (b)		CR 5.1 (c – s)	
17. Result of the Application (Please Tick ✓)		<b>Approved</b>		<b>Declined</b>	
18. Reason for Declining the Application: ..... ..... ..... ..... ..... .....					
19. Signature of Supervisor .....  .....					
20. Signature of Revoking Officer / Inspector .....					

Construction Regulations 2014

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR

**30 DAYS PRIOR TO COMMENCEMENT** OF WORK ON SITE

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO.  
SCMU10-25/26-0006

BRIDGE CONSTRUCTION FOR HAMBURG CONSTRUCTION PROJECT FOR A PERIOD OF 12  
MONTHS

<p><b>CONTRACT</b> <b>PART 2 (OF 4): PRICING DATA</b></p>
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**C2.1      Pricing Instructions**

**C2.2      Bill of Quantities**

## PROVINCE OF THE EASTERN CAPE

## DEPARTMENT OF TRANSPORT

TENDER NO.  
SCMU10-25/26-0006

**RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE  
HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS**

<b>C2.1: PRICING INSTRUCTIONS</b>
-----------------------------------

- C2.1.1 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them.
- Unit: The unit of measurement for each item of work as defined in the Standard Specifications or the Project Specifications.
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of work for which the Tenderer tenders to do the work.
- Amount: The product of the quantity and the rate tender for an item.
- Lump Sum: An amount tender for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units.
- C2.1.2 This Bill of Quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.
- C2.1.3 The quantities set out in the Bill of Quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, will be used to determine payments to the Contractor.
- The validity of the contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tender, subject only to the provisions of subclause 1209(a) of the Standard Specifications.
- C2.1.4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc. and for the completed items of work as specified, all in accordance with subclause 1209(b) of the Standard Specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the Standard Specifications and Project Specifications and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Special Conditions of Contract, Standard Specifications and Project Specifications shall be considered as provided for collectively in the items of payment given in the Bill of Quantities, except in so far as the quantities given in the Bill of Quantities are only approximate.
- C2.1.5 The Tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Bill of Quantities.
- The Tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tender rate shall apply should work under this item actually be required. Tenderers should note the provisions of paragraph 14 of this preamble.

If the Tenderer should group a number of items together and tender one lump sum for each group of items, this single tender lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tender lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- C2.1.6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of Clause 1220 of the Standard Specifications regarding the measurements of quantities for payment. Except where specified otherwise than in Clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- C2.1.7 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of Clause 1220 of the Standard Specifications regarding the measurements of quantities for payment. Except where specified otherwise than in Clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- C2.1.8 The amount of work or the quantities of material stated in the Bill of Quantities **shall not be considered as restricting or extending** the amount of work to be done or quantity of material to be supplied by the Contractor.
- C2.1.9 The statement of quantities of material or the amount of work in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions indicating applicable payment item(s) for all work before ordering any materials or executing work or making arrangements in this regard.
- C2.1.10 The short descriptions of the payment items in the Bill of Quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, Project Specifications, General Conditions of Contract and Special Conditions of Contract for more detailed information regarding the extent of work entailed under each item.
- C2.1.11 The provisions of Clause 6.6 of the General Conditions of Contract shall apply to provisional sums and prime cost sums.
- C2.1.12 Subject to the conditions stated in paragraph C2.1.13 below, the rates and lump sums filled in by the Tenderer in the Bill of Quantities shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Adjustment of the rates to minimise commercial risk will take place prior to the signing of the contract. In their own interest Tenderers must make doubly sure of the correctness of their tender rates, the extensions and the Tender Sum.
- Arithmetical errors of responsive tenders will be corrected as per CIDB Practice Note #2 (February 2008).
- C2.1.13 A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the Tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer or the Employer's Agent to adjust the unit rates or lump sums for such items, to make such adjustments.
- C2.1.14 The units of measurement indicated in the Bill of Quantities are metric units

The following abbreviations are used in the Bill of Quantities:

mm	=	millimetre
m	=	metre

km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
MN	=	Mega Newton
MN-m	=	Mega Newton-metre
%	=	percent
KW	=	kilowatt
KN	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

- C2.1.15 All rates and sums of money quoted in the Bill of Quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- C2.1.16 The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities. Item numbers prefixed by the letter B refer to payment items described under Part B of the Project Specifications, those with C to payment items described under Part C, and so on for further parts of the project specifications.

**TENDER NO.  
SCMU10-25/26-0006**

**RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO  
ZITHULELE HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS**

<b>C2.2: BILL OF QUANTITIES</b>
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ITEM NO	DESCRIPTION	AMOUNT
1	<p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b><u>MEANING OF TERMS "TENDER / TENDERER"</u></b></p> <p>Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p> <p><b><u>PRELIMINARIES</u></b></p> <p>The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein.</p> <p>The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable".</p> <p><b><u>PRICING OF PRELIMINARIES</u></b></p> <p>Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item. Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.</p> <p><b><u>SECTION A - JBCC PRINCIPAL BUILDING AGREEMENT</u></b></p> <p><b><u>DEFINITIONS</u></b></p> <p>A1.0 DEFINITIONS AND INTERPRETATION</p> <p>Clause 1.0</p> <p>Clause 1.1 Definition of "<b>Commencement Date</b>" is added:</p> <p><b>"COMMENCEMENT DATE"</b> means the date that the <b>agreement</b>, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>Clause 1.1 Definition of "<b>Construction Guarantee</b>" is amended by replacing it with the following:</p> <p style="text-align: right;"><b>Carried Forward    R</b></p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	



	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p><b>"CONSTRUCTION GUARANTEE"</b> means a guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer's</b> construction guarantee form as selected in the <b>schedule</b></p> <p>Clause 1.1 Definition of "<b>Construction Period</b>" is amended by replacing it with the following:</p> <p><b>"CONSTRUCTION PERIOD"</b> means the period commencing on the <b>commencement date</b> and ending on the date of <b>practical completion</b></p> <p>Clause 1.1 Definition of "<b>Corrupt Practice</b>" is added:</p> <p><b>"CORRUPT PRACTICE"</b> means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>Clause 1.1 Definition of "<b>Fraudulent Practice</b>" is added:</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>Clause 1.1 Definition of "<b>Interest</b>" is amended by replacing it with the following:</p> <p><b>"INTEREST"</b> means the interest rates applicable on 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>Clause 1.1 Definition of "<b>Principal Agent</b>" is amended by replacing it with the following:</p> <p><b>"PRINCIPAL AGENT"</b> means the person or entity appointed by the <b>employer</b> and named in the <b>schedule</b>. In the event of a <b>principal agent</b> not being appointed, then all the duties and obligations of a <b>principal agent</b> as detailed in the <b>agreement</b> shall be fulfilled by a representative of the <b>employer</b> as named in the <b>schedule</b></p> <p>Clause 1.1 Definition of "<b>Security</b>" is amended by replacing it with the following:</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> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1: Preliminaries</p> <p><b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward R</b></p> <p>Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "pre-paid registered post or telefax"</p> <p>Clause 1.6.4 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><u>OBJECTIVE AND PREPARATION</u></p> <p>A2.0 OFFER, ACCEPTANCE AND PERFORMANCE</p> <p>Clause 2.0</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A3.0 DOCUMENTS</p> <p>Clause 3.0</p> <p>Clause 3.2.1 is amended by replacing "14.1" with 14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p>The <b>contractor</b> shall supply and keep a copy of the <b>JBCC</b> Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the <b>site</b>, to which the <b>employer</b>, <b>principal agent</b> and <b>agents</b> shall have access at all times</p> <p>Clause 3.10 is amended by replacing the second reference to "<b>principal agent</b>" with the word "<b>employer</b>"</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A4.0 DESIGN RESPONSIBILITY</p> <p>Clause 4.0</p> <p>Clause 4.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p style="text-align: right;"><b>Carried Forward R</b></p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p>A5.0 EMPLOYER'S AGENTS</p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8 Fixed:_____ Value:_____ Time:_____</p> <p>A6.0 SITE REPRESENTATIVE</p> <p>Clause 6.0</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A7.0 COMPLIANCE WITH REGULATIONS</p> <p>Clause 7.0</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the <b>bills of quantities / lump sum document</b> for the <b>contractor</b> to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A8.0 WORKS RISK</p> <p>Clause 8.0</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A9.0 INDEMNITIES</p> <p>Clause 9.0</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A10.0 WORKS INSURANCES</p> <p>Clause 10.0</p> <p>Clause 10.0 is amended by the addition of the following clauses:</p> <p><b>10.5 Damage to the Works</b></p> <p>(a) Without in any way limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection and security of the <b>works</b> as the <b>contractor</b> may deem necessary</p> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p>(b) The <b>contractor</b> shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b></p> <p>(c) The <b>employer</b> shall carry the risk of damage to or destruction of the <b>works</b> and materials paid for by the <b>employer</b> that is the result of the excepted risks as set out in 10.6</p> <p>(d) Where the <b>employer</b> bears the risk in terms of this contract, the <b>contractor</b> shall, if requested to do so, reinstate any damage or destroyed portions of the <b>works</b> and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p> <p><b>10.6 Injury to Persons or loss of or damage to Properties</b></p> <p>(a) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> 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 <b>works</b> unless due to any act or negligence of any person for whose actions the <b>employer</b> is legally liable</p> <p>(b) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person, arising out of or in the course of or by reason of the execution of the <b>works</b> unless due to any act or negligence of any person for whose actions the <b>employer</b> is legally liable</p> <p>(c) The <b>contractor</b> shall, upon receiving a <b>contract instruction</b> from the <b>principal agent</b>, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the <b>employer</b> shall be entitled to cause it to be made good and to recover the cost thereof from the <b>contractor</b> or to deduct the same from amounts due to the <b>contractor</b></p> <p>(d) The <b>contractor</b> shall be responsible for the protection and safety of such portions of the premises placed under his control by the <b>employer</b> for the purpose of executing the <b>works</b> until the issue of the <b>certificate of practical completion</b></p> <p>(e) Where the execution of the <b>works</b> 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 <b>contractor</b> 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 <b>works</b> has been completed</p> <p>(f) The <b>contractor</b> 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 <b>works</b></p> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p><b>10.7 High risk insurance</b> 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 that may result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:</p> <p><b>10.7.1 Damage to the works</b>  The <b>contractor</b> shall, from the <b>commencement date</b> of the <b>works</b> until the date of the <b>certificate of practical completion</b> bear the full risk of and hereby indemnifies and holds harmless the <b>employer</b> against any damage to and/or destruction of the <b>works</b> consequent upon a catastrophic ground movement as mentioned above. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection of the <b>works</b> as he me deem necessary</p> <p>When so instructed to do so by the <b>principal agent</b>, the <b>contractor</b> shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b> at the <b>contractor's</b> own costs</p> <p><b>10.7.2 Injury to persons or loss of or damage to property</b>  The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> 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</p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immoveable or personal property or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person whomsoever arising out of or caused by a catastrophic movement, a mentioned above, which occurred during the period of the contract</p> <p><b>10.7.3</b> It is the responsibility of the <b>contractor</b> 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 <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, within twenty one (21) <b>calendar days</b> of the <b>commencement date</b> but before commencement of the <b>works</b>, submit to the <b>employer</b> proof of such insurance policy, if requested to do so</p> <p><b>10.7.4</b> The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> 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 <b>contractor</b> or by deducting the same from any amounts still due under this contract or any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole</p> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A11.0 LIABILITY INSURANCES</p> <p>Clause 11.0</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A12.0 EFFECTING INSURANCES</p> <p>Clause 12.0</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><b>A13.0 No Clause</b></p> <p><u>EXECUTION</u></p> <p>A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS</p> <p>Clause 15.0</p> <p>Clause 15.1.1 is amended by replacing it with:</p> <p>No clause</p> <p>Clause 15.1.2 is amended by replacing it with:</p> <p>The <b>security</b> selected in terms of 14.0</p> <p>Clause 15.1 is amended by the addition of the following clause:</p> <p>15.1.4 And acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) <b>calendar days of commencement date</b></p> <p>Clause 15.2.1 is amended by replacing it with the following clause:</p> <p>Give the <b>contractor</b> possession of the <b>site</b> within ten (10) <b>working days</b> of the <b>contractor</b> complying with the terms of 15.1.4</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A16.0 ACCESS TO THE WORKS</p> <p>Clause 16.0</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A17.0 CONTRACT INSTRUCTIONS</p> <p>Clause 17.0</p> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p>Clause 17.1.11 is amended by deleting the words "and the appointment of <b>nominated</b> and <b>selected subcontractors</b>"</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A18.0 SETTING OUT OF THE WORKS</p> <p>Clause 18.0</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A19.0 ASSIGNMENT</p> <p>Clause 19.0</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A20.0 NOMINATED SUBCONTRACTORS</p> <p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Note: See item B9.1 hereinafter for adjustment of attendance on <b>nominated subcontractors</b> executing work allowed for under provisional sums</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A21.0 SELECTED SUBCONTRACTORS</p> <p>Clause 21.0</p> <p>Clause 21 is amended by replacing it with:</p> <p>No clause</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A22.0 EMPLOYER'S DIRECT CONTRACTORS</p> <p>Clause 22.0</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS</p> <p>Clause 23.0</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b>      <b>R</b></p> <p><u>COMPLETION</u></p> <p>A24.0 PRACTICAL COMPLETION</p> <p>Clause 24.0</p> <p>Fixed:_____Value:_____Time:_____</p> <p>A25.0 WORKS COMPLETION</p> <p>Clause 25.0</p> <p>Fixed:_____Value:_____Time:_____</p> <p>A26.0 FINAL COMPLETION</p> <p>Clause 26.0</p> <p>Clause 26.1.2 is amended by inserting "#" next to 26.1.2</p> <p>Fixed:_____Value:_____Time:_____</p> <p>A27.0 LATENT DEFECTS LIABILITY PERIOD</p> <p>Clause 27.0</p> <p>Fixed:_____Value:_____Time:_____</p> <p>A28.0 SECTIONAL COMPLETION</p> <p>Clause 28.0</p> <p>Fixed:_____Value:_____Time:_____</p> <p>A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION</p> <p>Clause 29.0</p> <p>Clause 29.2.5 is amended by replacing it with:</p> <p>No clause</p> <p>Fixed:_____Value:_____Time:_____</p> <p>A30.0 PENALTY FOR NON-COMPLETION</p> <p>Clause 30.0</p> <p>Fixed:_____Value:_____Time:_____</p> <p><u>PAYMENT</u></p> <p>A32.0 ADJUSTMENT TO THE CONTRACT VALUE</p> <p style="text-align: right;"><b>Carried Forward</b>      <b>R</b></p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p>Clause 32.0</p> <p>Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:</p> <p>"due to no fault of the <b>contractor</b>"</p> <p>Fixed:_____Value:_____Time:_____</p> <p>A33.0 RECOVERY OF EXPENSE AND LOSS</p> <p>Clause 33.0</p> <p>Fixed:_____Value:_____Time:_____</p> <p>A34.0 FINAL ACCOUNT AND FINAL PAYMENT</p> <p>Clause 34.0</p> <p>Clause 34.1 is amended by removing "#" next to 34.1</p> <p>Clause 34.2 is amended by inserting "#" next to 34.2</p> <p>Clause 34.8 is amended by deleting the words "where <b>security</b> as a fixed <b>construction guarantee</b> in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"</p> <p>Clause 34.13 is amended by replacing "seven (7) <b>calendar days</b>" with "twenty-one (21) <b>calendar days</b>" and deleting the words "subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due"</p> <p>Fixed:_____Value:_____Time:_____</p> <p>A35.0 PAYMENT TO OTHER PARTIES</p> <p>Clause 35.0</p> <p>Fixed:_____Value:_____Time:_____</p> <p><u>CANCELLATION</u></p> <p>A36.0 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT</p> <p>Clause 36.0</p> <p>Clause 36.1 is amended by the addition of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the <b>employer</b>, has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "<b>principal agent</b>" with "<b>employer</b>"</p> <p>Clause 36.0 is amended by the addition of the following clause:</p> <p>36.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE</p> <p>Clause 37.0</p> <p>Clause 37.3.5 is amended by replacing "ninety (90) with "one hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>A38.0 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT</p> <p>Clause 38.0</p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><b>A39.0 CANCELLATION - CESSATION OF THE WORKS</b></p> <p>Clause 39.0</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) <b>working days</b> of completion of such a report"</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><u><b>DISPUTE</b></u></p> <p><b>A40.0 DISPUTE SETTLEMENT</b></p> <p>Clause 40.0</p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the <b>mediator</b> and related costs</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><u><b>SUBSTITUTE PROVISIONS</b></u></p> <p><b>A41.0 STATE CLAUSES</b></p> <p>Clause 41.0</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><b>THE SCHEDULE (C1.2)</b></p> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b>      R</p> <p>Clause 42.0</p> <p>Tenderers are referred to the Contract Data (C1.2) for variables pertaining to this contract</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><b><u>SECTION B – JBCC PRELIMINARIES</u></b></p> <p><b><u>B1.0 DEFINITIONS AND INTERPRETATION</u></b></p> <p>B1.1 Definition and interpretation</p> <p>See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><b><u>B2.0 DOCUMENTS</u></b></p> <p>B2.1 Checking of documents</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B2.2 Provisional bills of quantities</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B2.3 Availability of construction documentation</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B2.4 Interest of agents</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B2.5 Priced documents</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B2.6 Tender submission</p> <p>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><b><u>B3.0 THE SITE</u></b></p> <p>B3.1 Defined works area</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p style="text-align: right;"><b>Carried Forward</b>      R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b>      R</p> <p>B3.2 Geotechnical investigation</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B3.3 Inspection of the site</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>No claims for extras arising from the contractor having failed to comply with this clause will be entertained</p> <p>B3.4 Existing premises occupied</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B3.5 Previous work - dimensional accuracy</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B3.6 Previous work – defects</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B3.7 Services – known</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B3.8 Services – unknown</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B3.9 Protection of trees</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B3.10 Articles of value</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B3.11 Inspection of adjoining properties</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p style="text-align: right;"><b>Carried Forward</b>      R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b>      R</p> <p><u>B4.0 MANAGEMENT OF CONTRACT</u></p> <p>B4.1 Management of the works</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B4.2 Programme for the works</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B4.3 Progress meetings</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B4.4 Technical meetings</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B4.5 Labour and plant records</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><u>B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u></p> <p>B5.1 Samples of materials</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B5.2 Workmanship samples</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B5.3 Shop drawings</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B5.4 Compliance with manufacturers' instructions</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><u>B6.0 TEMPORARY WORKS AND PLANT</u></p> <p>B6.1 Deposits and fees</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p style="text-align: right;"><b>Carried Forward</b>      R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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		<b>Brought Forward</b>	<b>R</b>
	B6.2 Enclosure of the works		
	Fixed:_____ Value:_____ Time:_____		
	B6.3 Advertising		
	Fixed:_____ Value:_____ Time:_____		
	B6.4 Plant, equipment , sheds and offices		
	Fixed:_____ Value:_____ Time:_____		
	B6.5 Main notice board		
	Fixed:_____ Value:_____ Time:_____		
	B6.6 Subcontractors notice board		
	Fixed:_____ Value:_____ Time:_____		
	<b><u>B7.0 TEMPORARY SERVICES</u></b>		
	B7.1 Location		
	Fixed:_____ Value:_____ Time:_____		
	B7.2 Water		
	Fixed:_____ Value:_____ Time:_____		
	B7.3 Electricity		
	Fixed:_____ Value:_____ Time:_____		
	B7.4 Telecommunication facilities		
	Fixed:_____ Value:_____ Time:_____		
	B7.5 Ablution facilities		
	Fixed:_____ Value:_____ Time:_____		
	<b><u>B8.0 PRIME COST AMOUNTS</u></b>		
	B8.1 Responsibility for prime cost amounts		
	Fixed:_____ Value:_____ Time:_____		
	—		
		<b>Carried Forward</b>	<b>R</b>
	Bill No. 1		
	Preliminaries		
	<b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b>		

	<p style="text-align: right;"><b>Brought Forward</b>      <b>R</b></p> <p><u>B9.0 ATTENDANCE ON N/S SUBCONTRACTORS</u></p> <p>B9.1 General attendance</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B9.2 Special attendance</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B9.3 Commissioning - fuel, water and power</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><u>B10.0 FINANCIAL ASPECTS</u></p> <p>B10.0 Statutory taxes, duties and levies</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B10.2 Payment of preliminaries</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B10.3 Adjustment of preliminaries</p> <p>Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) <b>working days</b> of taking possession of the <b>site</b>" with "when submitting his priced <b>bills of quantities / lump sum document</b>"</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B10.4 Payment certificate cash flow</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><u>B11 GENERAL</u></p> <p>B11.1 Protection of the works</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B11.2 Protection/isolation of existing/sectionally occupied works</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B11.3 Security of the works</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B11.4 Notice before covering work</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p style="text-align: right;"><b>Carried Forward</b>      <b>R</b></p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b>      R</p> <p>B11.5 Disturbance</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B11.6 Environmental disturbance</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B11.7 Works cleaning and clearing</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B11.8 Vermin</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B11.9 Overhand work</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B11.10 Instruction manuals and guarantees</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B11.11 As built information</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>B11.12 Tenant installations</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><b><u>B12 SCHEDULE OF VARIABLES</u></b></p> <p>B12.1 Schedule of variables</p> <p>This <b>schedule</b> contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these <b>Preliminaries</b>.</p> <p>Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in [ ] brackets</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p style="text-align: right;"><b>Carried Forward</b>      R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p><b>12.1 PRE-TENDER INFORMATION</b></p> <p><b>12.1.1 Provisional bills of quantities</b> [2.2] The quantities are provisional <b>YES</b></p> <p><b>12.1.2 Availability of construction documentation</b> [2.3] Construction documentation is complete <b>NO</b></p> <p><b>12.1.3 Interests of agents</b> [2.4] Details: The professional team has no financial interest in this contract</p> <p><b>12.1.4 Defined works area</b> [3.1] The works area is confined to Coffee Bay: Difference sites</p> <p><b>12.1.5 Geotechnical investigation</b> [3.2] Details: Details for GeoTech will be obtained from the principal agent</p> <p><b>12.1.6 Existing premises occupied</b> [3.4] Specific requirements: N/A new building</p> <p><b>12.1.7 Previous work - dimensional accuracy</b> [3.5] Details: N/A</p> <p><b>12.1.8 Previous work - defects</b> [3.6] Details: N/A</p> <p><b>12.1.9 Service - known</b> [3.7] Details: The services that are known and can be pointed out to the successful tenderer at the Site Handover Meeting</p> <p><b>12.1.10 Protection of trees</b> [3.9] Specific requirements: To be confirmed with the principal agent at tender stage</p> <p><b>12.1.11 Inspection of adjoining properties</b> [3.11] Specific requirements: Adjoining boundary walls to be inspected and full report to be given to the principal agent</p> <p><b>12.1.12 Enclosure of the works</b> [6.2] Specific requirements: The Contractor is to safely close-off the areas where construction is taking place as to ensure the public safety</p> <p><b>12.1.13 Offices</b> [6.4.3] Specific requirements: The Contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.</p> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p><b>12.1.14 Main notice board</b> [6.5] Specific requirements:</p> <p>The <b>contractor</b> shall provide, erect where directed, maintain and remove on completion of the <b>works</b> a notice board size 3 x 3m, per typical drawing no. W503 attached to these Bills of Quantities, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA, painted sans serif lettering.</p> <p>The notice board for the EPWP is also to be erected in accordance with the forgoing board.</p> <p><b>12.1.15 Subcontractors notice board</b></p> <p>[6.6] A notice board is required NO Specific requirements: NONE</p> <p><b>12.1.16 Water</b></p> <p>[7.2] Option A (by <b>contractor</b>) YES Option B (by <b>employer</b> - free of charge) NO Option C (by <b>employer</b> - metered) NO</p> <p><b>12.1.17 Electricity</b></p> <p>[7.3] Option A (by <b>contractor</b>) YES Option B (by <b>employer</b> - free of charge) NO Option C (by <b>employer</b> - metered) NO</p> <p><b>12.1.18 Telecommunications</b></p> <p>[7.4] Telephone YES Facsimile YES E-mail YES</p> <p><b>12.1.19 Ablution facilities</b></p> <p>[7.5] Option A (by <b>contractor</b>) YES Option B (by <b>employer</b>) NO</p> <p><b>12.1.20 Protection of existing/sectionally occupied works</b> [11.2] Protection is required N/A</p> <p><b>12.1.21 Special attendance</b> [9.2] <b>Subcontractor</b> (1) details: N/A <b>Subcontractor</b> (2) details: N/A <b>Subcontractor</b> (3) details: N/A <b>Subcontractor</b> (4) details: N/A</p> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p>12.1.22 <b>Protection of the works</b> [11.1] Specific requirements:</p> <p>12.1.23 <b>Disturbance</b> [11.5] Specific requirements:</p> <p>The <b>contractor</b> shall keep the site, structures, etc well-watered during operations to prevent dust and shall provide and erect and remove on completion of the <b>works</b> all necessary temporary dust screens all to the satisfaction of the <b>principal agent</b></p> <p>12.1.24 <b>Environmental disturbance</b> [11.6] Specific requirements: NONE</p> <p><b>12.2 POST-TENDER INFORMATION</b></p> <p>12.2.1 <b>Payment of preliminaries</b> [10.2] Option A (prorated) YES / NO Option B (calculated) YES / NO</p> <p>12.2.2 <b>Adjustment of preliminaries</b> [10.3] Option A (three categories) YES / NO Option B (detailed breakdown) YES / NO</p> <p>12.2.3 <b>Additional agreed preliminaries items</b> Details:</p> <p><b><u>SECTION C - SPECIFIC PRELIMINARIES</u></b></p> <p><b>Section C</b> contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item</p> <p><b>C1 CONTRACT DRAWINGS</b> The drawings issued with this tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the <b>works</b> and the manner in which they are to be executed</p> <p>Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the <b>principal agent</b></p> <p>Fixed:_____Value:_____Time:_____</p> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p>C2 PREAMBLES</p> <p>The document " Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department of Public Work's website (<a href="http://www.publicworks.gov.za">http://www.publicworks.gov.za</a> under "Consultants Guidelines") and shall be read in conjunction with the <b>bills of quantities</b> and be referred to for the full descriptions of work to be done and materials to be used</p> <p>The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and <b>bills of quantities</b>.</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>C3 TRADE NAMES</p> <p>Wherever a trade name for any product has been described in the <b>bills of quantities</b>, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the <b>principal agent</b> being obtained prior to the closing date for submission of tenders. If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>C4 IMPORTED MATERIALS AND EQUIPMENT</p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>C5 VIEWING THE SITE IN SECURITY AREAS</p> <p>The <b>site</b> is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer of the South African Police to obtain permission to enter the <b>site</b> for tendering purposes</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b>      R</p> <p>C6 COMMENCEMENT OF WORKS IN SECURITY AREAS</p> <p>As the <b>works</b> falls within a security area the <b>contractor</b> must give the unit commander or other responsible officer notice before commencement of the <b>works</b>. Should the <b>contractor</b> fail to make such arrangements, admission to the <b>site</b> may be refused and any additional costs will be for the <b>contractor's</b> account</p> <p>Fixed:_____Value:_____Time:_____</p> <p>C7 ENTRANCE PERMITS TO SECURITY AREAS</p> <p>As the <b>works</b> falls within a security area the <b>contractor</b> shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer</p> <p>Fixed:_____Value:_____Time:_____</p> <p>C8 SECURITY CHECK OF PERSONNEL</p> <p>The <b>principal agent</b> may require the <b>contractor</b> to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the <b>principal agent</b> requesting the removal of a person or persons from the <b>works</b> for security reasons, the <b>contractor</b> shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the <b>works</b> and the <b>site</b> and/or to any document or information relating to the <b>works</b></p> <p>Fixed:_____Value:_____Time:_____</p> <p>C9 PROHIBITION ON TAKING PHOTOGRAPHS</p> <p><b>N/A</b></p> <p>Fixed:_____Value:_____Time:_____</p> <p>C10 HIV/AIDS AWARENESS</p> <p>It is required of the <b>contractor</b> to thoroughly study the HIV/AIDS Specification (PW1544) of the Department of Public Works that must be read together with and is deemed to be incorporated under this Section of the <b>bills of quantities</b>. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regards shall be entertained</p> <p style="text-align: right;"><b>Carried Forward</b>      R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b>      R</p> <p>The <b>contractor</b> must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b>, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p> <p>C10.1 AWARENESS CHAMPION</p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>C10.2 AWARENESS WORKSHOPS</p> <p>Selection and appointment of a competent Service Provider approved by the <b>principal agent</b>, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.</p> <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the <b>contract period</b>, all in accordance with the HIV/AIDS Specification</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>C10.4 ACCESS TO CONDOMS</p> <p>Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the <b>construction period</b>, all in accordance with the HIV/AIDS Specification</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p>C10.5 MONITORING</p> <p>Monitoring HIV/AIDS awareness of workers, providing the <b>principal agent</b> with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the <b>construction period</b> and close out, all in accordance with the HIV/AIDS Specification</p> <p style="text-align: right;"><b>Carried Forward</b>      R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><b>C11.0 OCCUPATIONAL HEALTH AND SAFETY ACT</b></p> <p>The <b>contractor</b> shall comply with all the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act no 85 of 1993).</p> <p>It is required of the <b>contractor</b> to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this section of the Bills of Quantities.</p> <p>The <b>contractor</b> must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b>, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><b>C11.1 ADDENDUM TO THE OCCUPATIONAL HEALTH AND SAFETY ACT: GOVERNING WORKPLACES IN RELATION TO CORONAVIRUS DISEASE 2019 (COVID 19) UNDER THE NATIONAL DISASTER ACT</b></p> <p>It is required of the <b>contractor</b> to thoroughly study the ADDENDUM to the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the <b>bills of quantities / lump sum document</b></p> <p>The <b>contractor</b> must take note that compliance with the Regulations incorporated in the ADDENDUM to the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total noncompliance, the <b>principal agent</b>, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p> <p>Provision for pricing of the specifications contained in the Addendum governing workplaces in relation to coronavirus disease 2019 (covid19) under the national disaster act is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p>Fixed:_____Value:_____Time:_____</p> <p><b>C12 IMPLEMENTATION OF LABOUR INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) - N/A</b></p> <p>The <b>contractor</b> shall comply with all the requirements of the "Code of Good Practice for Employments and Conditions of Works for Special Public Works Programme" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)</p> <p>The <b>contractor</b> shall enter into an employment agreement with all workers and provide certified copies of such agreements and identity documents of the workers to the <b>principal agent</b> within 28 calendar days</p> <p>The <b>contractor</b> shall maintain daily records with regard to the workers employed and shall, on monthly basis, submit a report to the <b>principal agent</b> in the prescribed format.</p> <p>Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in the said report all as defined in the "Guidelines for the Implementation of Labour intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)"</p> <p>Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed:_____Value:_____Time:_____</p> <p><b>C13 EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS) -N/A</b></p> <p>The <b>contractor</b> shall comply with Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS) as attached to these <b>bills of quantities</b></p> <p>The <b>contractor</b> shall identify a minimum of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them as per aforementioned specification and as elsewhere measured in these <b>bills of quantities</b></p> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p>The <b>contractor</b> shall liaise and co-ordinate with the <b>employer</b> and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers</p> <p>The <b>contractor</b> shall avail the services of an adequately qualified foreman specifically for the EPWP- NYP youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers</p> <p>Separate items which will be subject to re-measurement, have been included elsewhere in these <b>bills of quantities</b> to cover the direct costs associated with the employment and training of youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><b>C14 COMMUNITY LIAISON OFFICER (CLO) - N/A</b></p> <p>The <b>contractor</b> shall employ a Community Liaison Officer (CLO) for the full duration of the contract.</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><b>C15 USE OF LOCAL SMME's</b></p> <p>It is the requirement of the <b>employer</b> that the <b>contractor</b> enhances the use of local Small, Micro and Medium Enterprises (SMME's) involved in the project. This is required to be done through the use of both traditional building techniques and <b>labour intensive construction techniques</b> careful and considered construction planning</p> <p>Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>(a) SMME's involvement of at least 10% of the contract value to be sourced from within 50km of the project site</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><b>C16 USE OF LOCAL BUILDING MATERIALS</b></p> <p>Preference shall be given to the supply of materials produced or manufactured in the Eastern Cape Province, and provided that:</p> <p>(a) Such materials comply in all respects with the specific requirements of PW371</p> <p>(b) The availability of such materials shall not adversely affect the desired progress of the specific works</p> <p style="text-align: right;"><b>Carried Forward</b> R</p> <p>Bill No. 1 Preliminaries <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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	<p style="text-align: right;"><b>Brought Forward</b> R</p> <p>(c) The use of such materials shall not constitute grounds for any claim for increased cost in respect thereof</p> <p>(d) Materials of at least 10% of the contract value to be sourced from within 50km of the project site</p> <p>(e) Material of at least 20% of the contract value to be sourced from within 400km of the project site</p> <p>Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><b>C17 : EXPANDED PUBLIC WORKS PROGRAMME (EPWP)</b>  The <b>contractor</b> shall comply with all the requirements of the “Code of Good Practice for Employments and Conditions of Work for Special Public Works Programme” issued in terms of the “Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)” and the related “Ministerial Determination”, for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)</p> <p>The <b>contractor</b> shall enter into an employment agreement with all workers and provide certified copies of such agreements and Identity documents of the workers to the principal agent within 28 calendar days.</p> <p>The <b>contractor</b> shall maintain daily records with regard to the workers employed and shall, on monthly basis, submit a report to the <b>principal agent</b> in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in the said report all as defined in the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)”</p> <p>Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p style="text-align: right;"><b>Carried to Summary</b> R</p> <p>Bill No. 1  Preliminaries  <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	
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Item No	Description	Quantity	Rate	Amount
	<p><b>BILL NO.2</b></p> <p><b><u>EARTHWORKS (PROVISIONAL)</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Tenderers are advised to visit the site to acquaint themselves fully as to the conditions on site as no claim in this regard will be entertained.</p> <p>Tenderers are to inspect the drawings issued with these Bills of Quantities and to satisfy themselves as to the nature and the requirements of the Contract works. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard</p> <p>Tenderers are to read the descriptions, which are intended as a means of identifying various facets of the work, in conjunction with the drawings. Tenderers shall allow for all costs in connection with the various items taking full cognisance of both the drawings and the Bills of Quantities. Tenderers shall notify the Quantity Surveyor in writing of any discrepancies encountered upon which clarification will be given by the Quantity Surveyor in writing to the Tenderer. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard</p> <p>Tenderers are to note that setting out of the works will be the complete responsibility of the Tenderer and they should therefore acquaint themselves with the site boundaries, site co-ordinates, datum levels etc. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard</p> <p style="text-align: right;"><b>Carried Forward      R</b></p> <p>Bill No. 2 Earthworks (provisional) <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>			

	Brought Forward R			
	<p>The contractor shall identify and expose, where relevant, all underground services on site. He should liaise with all relevant authorities for the location and protection of these services.</p> <p>The tenderers are advised to visit the site to acquaint themselves fully as to the conditions on site as no claim in this regard will be entertained. Where specifications and descriptions in these Bills of Quantities are in conflict with previous specifications (Preambles), then the specifications or descriptions in these Bills of Quantities shall take preference.</p> <p><b><u>The descriptions contained in these Bills of Quantities are to be read in conjunction with the drawings, schedules and specifications as prepared by the Principal Agent and the various specialist Consultants and are intended as a means of identifying the various facets of the work. Tenderers shall allow for all costs in connection with the various items taking full cognisance of drawings, schedule of finishes and the Bills of Quantities descriptions.</u></b></p> <p>Tenderers will be required to have sufficient teams on site, at all times, as to ensure that the programme dates are met. Tenderers are to allow for this in their tenders as no claim for additional teams or workmen will be entertained at a later stage.</p> <p>Furthermore, tenderers are to study and acquaint themselves with the programme.</p> <p>Tenderers are advised that no site accommodation will be provided for their use. As such tenderers are to allow for this item in their submitted rates, or under the items provided for in the Preliminary &amp; General sections.</p> <p>Final measurement of the works shall be made from either the construction drawings or from measurements taken on site to the nearest 0,01m and priced in accordance with the rates contained herein.</p> <p><b><u>Descriptions</u></b></p> <p>Descriptions are referred to in these Bills of Quantities are intended for REFERENCE PURPOSES ONLY and where discrepancies between the Bill items and the drawings occur, the drawings shall take preference. Such discrepancies shall be qualified by the tenderers and failure to do so shall indemnify the Employer and/or his agents against any additional costs, etc. resulting from such discrepancies.</p> <p><b><u>Items in General</u></b></p>			

	<p>All items contained in this BoQ must be priced as installed complete as per Architect's and Engineering drawings and specifications.</p> <p><u>Proprietary products in descriptions</u></p> <p>Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior tender closing written approval by the principal agent</p> <p><u>Nature of material to be excavated</u></p> <p>The material to be excavated is assumed to be predominantly of a composition that will allow excavation in "earth" as specified, but including a percentage of excavation in "soft rock" and "hard rock"</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations, or alternatively, from stock piles situated on the building site</p> <p><u>Dewatering of excavations</u></p> <p>The Contractor shall allow for removing seepage and other water from subterranean sources from the excavations by pumping, baling or otherwise</p> <p>Accurate records of all such dewatering shall be kept to determine the total volume of water so removed and a clear distinction shall be made between water from subterranean sources and other water</p> <p><u>Density testing on filling</u></p> <p>Rates for filling, etc. shall include for all density and soil type testing to prove that the specified compaction is achieved. When additional testing is done on instruction of the principal agent and these tests are successful, they will be paid for additionally</p> <p><u>Imported Fill</u></p> <p>"Filling and bedding to trenches etc. to be in compliance with SABS 1200 DB and LB respectively"</p> <p><b><u>SITE CLEARANCE</u></b></p> <p><u>Site clearance</u></p> <p>Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth (m<sup>2</sup>)</p>	528		
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<b><u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u></b>			
<b><u>EXCAVATIONS ETC</u></b>			
<u>Excavation in earth not exceeding 2m deep</u>		155	
Trenchs (m <sup>3</sup> )			
<u>Extra over trench and hole excavations in earth for excavation in</u>			
Soft rock (m <sup>3</sup> )		8	
Hard rock (m <sup>3</sup> )		8	
<u>Extra over all excavations for carting away</u>			
Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor (m <sup>3</sup> )		85	
<u>Risk of collapse of excavations</u>			
Sides of trench and hole excavations not exceeding 1,5m deep (m <sup>2</sup> )		471	
<u>Keeping excavations free of water</u>			
Keeping excavations free of all water other than subterranean water		Item	
<b><u>FILLING ETC</u></b>			
<u>Earth filling obtained from the excavations and/or prescribed stock piles on site, compacted to 90% Mod AASHTO density</u>		70	
Backfilling to trenches, holes, etc (m <sup>3</sup> )			
<u>Filling of natural gravel material G5 supplied by the contractor, compacted to 95% Mod AASHTO density</u>		109	
Under floors, steps, pavings, etc (m <sup>3</sup> )			
<b><u>WEED KILLERS, INSECTICIDES, ETC</u></b>			
<u>Soil insecticide in accordance with SANS 5859</u>			
Under floors etc, including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming (m <sup>2</sup> )		363	
To bottoms and sides of trenches etc (m <sup>2</sup> )		665	
<b>Carried Forward</b>	<b>R</b>		
Bill No. 2 Earthworks (provisional) <b>Relocation of Houses for the affected by the upgrade</b>			

[illegible]



Item No.	Description	Quantity	Rate	Amount
	<p><b><u>BILL NO. 3</u></b></p> <p><b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b></p> <p>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Proprietary products in descriptions</u></p> <p>Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior tender closing written approval of the Principal Agent</p> <p><u>Cost of tests</u></p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Architect. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Architect. (Test cubes are measured separately)</p> <p><u>Breeze concrete</u></p> <p>Breeze concrete shall consist of twelve parts clean dry furnace ash, free from coal or other foreign matter, to one part cement (1:12); the ash graded up to particles which will pass a 16,5mm ring from a minimum which fails to pass a 4,75mm mesh. The finer materials from the screening are to be first mixed with the cement into a mortar and the ash added afterwards and thoroughly incorporated</p> <p style="text-align: right;"><b>Carried Forward      R</b></p> <p>Bill No. 3 Concrete, formwork and reinforcement <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>			

	<p style="text-align: right;"><b>Brought Forward R</b></p> <p><u>Lightweight concrete</u></p> <p>Lightweight concrete shall have a density of 600kg/m<sup>3</sup> for the top 50mm and 400kg/m<sup>3</sup> for the remaining thickness. The minimum thickness at outlets, channels, etc shall be 50mm</p> <p><u>Formwork</u></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as left in or permanent), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before reuse</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself</p> <p>Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described</p> <p>Formwork to soffits of solid slabs etc., shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described</p> <p>Formwork to sides of bases, pile caps, ground beams, etc., will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in Earthworks</p> <p><b><u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b></p> <p><u>10MPa/19mm concrete</u></p> <p>Surface blinding under footings (m<sup>3</sup>)</p> <p style="text-align: right;"><b>Carried Forward R</b></p> <p>Bill No. 3 Concrete, formwork and reinforcement <b>Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project</b></p>	10		
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<b>Brought Forward</b>		<b>R</b>		
<u>20MPa/19mm concrete</u>				
Apron	(m <sup>3</sup> )	25		
Strip footings	(m <sup>3</sup> )	58		
Concrete infill in foundation blockwork	(m <sup>3</sup> )	10		
<b><u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>				
<u>25MPa/19mm concrete</u>				
Surface beds on waterproofing	(m <sup>3</sup> )	33		
Mass concrete tank stand	(m <sup>3</sup> )	9		
<b><u>TEST CUBES</u></b>				
Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	(No)	7		
<b><u>CONCRETE SUNDRIES</u></b>				
<u>Finishing top surfaces of concrete smooth with a steel trowel</u>				
Surface beds, slabs, etc.	(m <sup>2</sup> )	363		
<b><u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u></b>				
<u>Smooth formwork to sides</u>				
Edges, risers, ends and reveals not exceeding 300mm high or wide	(m)	304		
<b><u>MOVEMENT JOINTS ETC</u></b>				
<u>Saw-cut joints</u>				
3 x 30mm Saw-cut joints in top of concrete	(m)	99		
<b><u>REINFORCEMENT (PROVISIONAL)</u></b>				
Type 193 fabric reinforcement in concrete surface beds etc.	(m <sup>2</sup> )	636		
<b>Carried to Summary</b>		<b>R</b>		
Bill No. 3 Concrete, formwork and reinforcement Relocation of Houses for the affected by the upgrade of Coffee Bay to Zithulele project				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
	<b>BILL NO. 4</b>				
	<b>MASONRY</b>				
	<b>BLOCKWORK</b>				
	<b>FOUNDATIONS (PROVISIONAL)</b>				
	Blockwork (7MPa) in class II mortar				
1	90mm Walls	m <sup>2</sup>	50		
2	140mm Walls	m <sup>2</sup>	170		
	<b>SUPERSTRUCTURE</b>				
	Blockwork (7MPa) in 1:5 mortar				
3	L-shaped piers	m <sup>3</sup>	1		
4	90mm Walls	m <sup>2</sup>	140		
5	140mm Walls	m <sup>2</sup>	550		
6	140mm Walls in beamfilling	m <sup>2</sup>	30		
7	90mm Lintels one course high of 190 x 90 x 190mm U-blocks filled solid with 20MPa/10mm concrete (reinforcement elsewhere)	m	20		
8	140mm Lintels one course high of 190 x 140 x 190mm U-blocks filled solid with 20MPa/10mm concrete (reinforcement elsewhere)	m	70		
	<b>BLOCKWORK SUNDRIES</b>				
9	180 x 70mm Concrete sill set flat and slightly projecting	m	50		
	Steel bar reinforcement				
10	12mm Diameter mild steel bars built in horizontally	t	1		
	2,5mm Brickwork reinforcement				
11	75mm Wide reinforcement built in horizontally	m	650		
12	150mm Wide reinforcement built in horizontally	m	2 150		
	Galvanised wire ties etc				
13	4mm Diameter roof tie 400mm girth bent double, with one end built into blockwork and other end fixed to timber	No	150		
	Wall bonding ties				
14	30mm Wide galvanised expanded steel wall bonding tie 700mm long built horizontally into blockwork at wall intersections, construction joints, etc	No	270		
	Air bricks etc				
15	229 x 152mm Clay vermin proof air brick	No	40		
	<b>FIBRE-CEMENT WINDOW SILLS</b>				
	"Everite" or equal approved sills in single lengths bedded in class I mortar including galvanised metal fixing lugs etc				
16	15 x 150mm Wide sills set flat and slightly projecting	m	50		
	<b>CARRIED FORWARD TO SUMMARY</b>				<b>R</b>
	<b>BILL NO. 5</b>				
	<b>WATERPROOFING</b>				
	<b>DAMPPROOFING OF WALLS AND FLOORS</b>				
	One layer 375 micron embossed polyethylene dampproof course (SANS 952-1985 type B)				
1	In walls, under cills etc.	m <sup>2</sup>	50		
	One layer 250 micron green polyethylene waterproof sheeting (SANS 952-1985 type C) sealed at laps with PVC self-adhesive tape				
2	Under surface beds	m <sup>2</sup>	700		
	<b>WATERSTOPS, SEALING STRIPS, JOINT SEALANTS, ETC</b>				
	Approved polysulphide sealing compound including backing cord, bond breaker etc.				
3	3 x 10mm In saw cut joints in floors	m	100		
	<b>CARRIED FORWARD TO SUMMARY</b>				<b>R</b>

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
	<b>BILL NO 6</b>				
	<b>ROOF COVERINGS, CLADDINGS, ETC</b>				
	<b>PROFIED METAL SHEETING AND ACCESSORIES</b>				
	0,58mm Chromadeck or similar approved galvanised IBR profile sheet steel and accessories fixed to timber purlins (elsewhere) as per manufacturers specifications. Colour: Dove Grey to upper side				
1	Roof covering with pitches not exceeding 25 degrees	m²	500		
2	Ridge cappings 450mm girth	m	100		
3	Ridge end cap	No	20		
4	Narrow and broad flute closers	m	170		
	<b>ROOF AND WALL INSULATION</b>				
	"Alutherm AP" (Polyester Fibre) 40mm thick or equal approved roof sisalation laid below roof covering on purlins as per manufacturer's specification				
5	Insulation blanket laid taut over purlins (at approximately 1000mm centres) and fixed concurrent with roof covering with stapled longitudinal flap joints, including fixing at top and bottom edges to purlins with and including hoop iron straps	m²	500		
	<b>CARRIED FORWARD TO SUMMARY</b>				<b>R</b>
	<b>BILL NO 7</b>				
	<b>CARPENTRY AND JOINERY</b>				
	<b>STRUCTURAL TIMBERWORK ETC</b>				
	<b>PLATE NAILED TIMBER ROOF TRUSS CONSTRUCTION ETC</b>				
	<b>SUPPLEMENTARY PREAMBLES</b>				
	Trusses are at maximum 1200mm centres				
	Roof covering is IBR sheeting on purlins @18 degrees pitch				
	Ceiling is 6.4mm gypsum boards on 38 x 38mm branderling				
	References given in descriptions refer to the respective types of trusses detailed on the architect's/engineer's drawings numbered (TBC) accompanying these bills of quantities for tender purposes				
	Dimensions in descriptions of trusses are nominal and actual measurements are to be obtained from the architect/engineer and/or taken on site before design or fabrication commences				
	SA Pine				
1	Prefabricated roof construction for double pitched roof 11 600mm x 8 130mm on plan x 1900mm high overall with three gable ends, with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, valley runners, 38 x 152 T bracing, etc. 84m2 total roof area (on flat) [Nozizwe Zikhosile]	Item	1		
2	Prefabricated roof construction for double pitched roof 11 600mm x 8 130mm on plan x 1900mm high overall with three gable ends, with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, valley runners, 38 x 152 T bracing, etc. 84m2 total roof area (on flat) [Philda Nontobeko Mboniswa]	Item	1		
3	Prefabricated roof construction for double pitched roof 7772mm x 6400mm on plan x 1080mm high overall with two gable ends, with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, valley runners, 38 x 152 T bracing, etc. 50m2 total roof area (on flat) [Sibezula]	Item	1		
4	Prefabricated roof construction for pyramid shaped roof 6300mm x 5770mm on plan x 1080mm high overall with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, 38 x 152 T bracing, etc. 24m2 total roof area (on flat) [Vuyani]	Item	1		
5	Prefabricated roof construction for double pitched roof 11 600mm x 8 130mm on plan x 1900mm high overall with three gable ends, with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, valley runners, 38 x 152 T bracing, etc. 84m2 total roof area (on flat) [Nosebenzile Ngexe]	Item	1		
6	Prefabricated roof construction for double pitched roof 11 600mm x 8 130mm on plan x 1900mm high overall with three gable ends, with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, valley runners, 38 x 152 T bracing, etc. 84m2 total roof area (on flat) [Nombonelo Mhlakulo]	Item	1		
7	Prefabricated roof construction for pyramid shaped roof 6300mm x 5770mm on plan x 1080mm high overall with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, 38 x 152 T bracing, etc. 24m2 total roof area (on flat) [Nosebenzile - Rondavel]	Item	1		
8	Prefabricated roof construction for pyramid shaped roof 6300mm x 5770mm on plan x 1080mm high overall with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, 38 x 152 T bracing, etc. 24m2 total roof area (on flat) [Nombonelo - Rondavel]	Item	1		
	<b>EAVES, VERGES, ETC</b>				
	"Everite FC77" pressed fibre-cement (Colour: Off-white):				
9	12 x 225mm Fascia boards including galvanized steel H-profile jointing strips.	m	170		
10	12 x 200 x 80mm Barge boards including galvanized steel H-profile jointing strips.	m	120		
	<b>TIMBER DOORS, WINDOWS, ETC</b>				
	<b>DOORS, ETC</b>				
	Wrought doors hung to steel frames				
11	44mm Batten door 813 x 2032mm high of 110 x 40mm top, middle and bottom ledges and braces and covered with tongued and grooved V-jointed one side vertical boarding	No	20		
12	Hollow core flush doors with commercial veneer	No	20		
	44mm Door 813 x 2032mm high	No	20		
	<b>CARRIED FORWARD TO SUMMARY</b>				<b>R</b>

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
	<b>BILL NO. 8</b>				
	<b>CEILINGS, PARTITIONS AND ACCESS FLOORING</b>				
	<b>SUPPLEMENTARY PREAMBLES</b>				
	Descriptions:				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere				
	BULKHEAD Ceiling boards shall only be cut down the length to form infill panels against walls, where such panels shall not be less than 300mm wide and shall be in single lengths to the width of ceiling wherever possible.				
	Plasterboard bonding plaster shall be a light weight retarded semi-hydrate gypsum plaster, applied in two thicknesses by the trowel-float-trowel method, to a total thickness of not less than 6mm, well pressed into the wire scrim over the joints between the ceiling boards and finished with a very thin layer of finish plaster. The finish plaster shall be applied as soon as the second layer of bonding plaster stiffens. All screw holes & imperfections to be skimmed, before sanding smooth for painting				
	CEILING TIMBERS, BEADS, INSULATION, ETC				
	CEILINGS ETC				
	NAILED-UP CEILINGS				
	6,4mm "Gyproc GypCeil" or similar approved classic gypsum plasterboard with Rhinotape joints and the whole finished with 3mm to 6mm Rhinolite multipurpose plaster trowelled to a smooth polished surface all in accordance with the architect's specification				
1	Ceilings including 38 x 38mm SA Pine softwood brander at 300mm centres and cross brander at 600mm centres	m²	400		
2	Extra over ceiling for 500 x 750mm trap door of 38 x 38mm wrought softwood rebated framing with one cross brander, covered with ceiling board and fitted flush in opening, including necessary trimmers around	No	10		
3	Gypsum plasterboard cornices 76mm Coved cornices, plugged	m	350		
	<b>CARRIED FORWARD TO SUMMARY</b>				R
	<b>BILL NO 9</b>				
	<b>IRONMONGERY</b>				
	LOCKS				
	"Union" or similar approved				
1	Two-lever mortice lockset	No	20		
2	Three-lever mortice lockset	No	20		
	SUNDRIES				
	"Union" or similar approved				
3	38mm Rubber door stop plugged	No	30		
	<b>CARRIED FORWARD TO SUMMARY</b>				R
	<b>BILL NO 10</b>				
	<b>METALWORK</b>				
	<b>GALVANISED PRESSED STEEL DOOR FRAMES</b>				
	1,2mm Rebated frames suitable for 90mm block walls				
1	Frame for door 813 x 2032mm high	No	15		
	1,2mm Rebated frames suitable for 140mm block walls				
2	Frame for door 813 x 2032mm high	No	13		
	<b>GALVANISED STEEL WINDOWS, DOORS, ETC</b>				
	All window frames to comply with SABS 727				
	Standard residential windows				
3	Window type ND2, 1022 x 1245mm high	No	5		
4	Window type ND4, 1511 x 1245mm high	No	29		
	<b>CARRIED FORWARD TO SUMMARY</b>				R

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
	<b>BILL NO 11</b>				
	<b>PLASTERING</b>				
	<b>SCREEDS</b>				
	Screeds wood floated, on concrete				
1	25mm Thick on floors and landings	m <sup>2</sup>	400		
	<b>INTERNAL PLASTER</b>				
	Cement plaster steel trowelled, on block work				
2	On walls	m <sup>2</sup>	700		
3	On narrow widths not exceeding 300mm wide	m <sup>2</sup>	20		
	<b>EXTERNAL PLASTER</b>				
	Cement plaster steel trowelled, on block work				
4	On walls	m <sup>2</sup>	620		
5	On narrow widths not exceeding 300mm wide	m <sup>2</sup>	20		
	<b>CARRIED FORWARD TO SUMMARY</b>				<b>R</b>
	<b>BILL NO 12</b>				
	<b>TILING</b>				
	<b>WALL TILING</b>				
	200 x 200 x 5mm White glazed ceramic tiles (PC R 140/m <sup>2</sup> ) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted grout				
1	On walls	m <sup>2</sup>	40		
	<b>CARRIED FORWARD TO SUMMARY</b>				<b>R</b>
	<b>BILL NO 13</b>				
	<b>PLUMBING AND DRAINAGE (PROVISIONAL)</b>				
	PVC-U gutters and rainwater pipes				
1	110mm Diameter half-round roof gutters with beaded front edge	m	166		
2	75mm Diameter rainwater pipes	m	70		
3	Extra over gutter for stopped end	No	22		
4	Extra over gutter for outlet for 75mm pipe	No	21		
5	Extra over rainwater pipe for bend	No	25		
6	Extra over rainwater pipe for shoe	No	21		
7	Extra over rainwater pipe for eaves or plinth offset	No	21		
	<b>SANITARY FITTINGS</b>				
	"Cam Africa" or similar approved stainless steel				
8	915 x 460mm Drop-on sink with end bowl on galvanised steel brackets	No	8		
	<b>WASTE UNIONS ETC</b>				
9	40mm Chromium plated bath or sink waste union	No	8		
	<b>TRAPS ETC</b>				
10	40mm Rubber "P" or "S" trap	No	8		
	<b>TAPS, VALVES, ETC</b>				
11	22mm Brass lockable tank bib tap	No	8		
	<b>SANITARY PLUMBING</b>				
	uPVC soil and vent pipes				
12	40mm Pipes	m	55		
	Extra over PVC-U soil and vent pipes for fittings				
13	40mm Fittings	No	65		
	<b>DRIP TRAYS, TANKS, ETC</b>				
	"Jojo" or similar approved SG1 polyethylene drinking water tanks with black lining internally				
14	2400 Litre circular tank 1420mm diameter x 1700mm high, approximately 300mm above ground level complete including fixing wires, bolts etc.	No	8		
	<b>CARRIED FORWARD TO SUMMARY</b>				<b>R</b>
	<b>BILL NO 14</b>				
	<b>GLAZING</b>				
	<b>GLAZING TO STEEL WITH PUTTY</b>				
	4mm Clear float glass				
1	Panes exceeding 0,1m <sup>2</sup> and not exceeding 0,5m <sup>2</sup>	m <sup>2</sup>	70		
	<b>CARRIED FORWARD TO SUMMARY</b>				<b>R</b>

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
	<b>BILL NO 15</b>				
	<b>PAINTWORK</b>				
	PAINTWORK ETC TO NEW WORK				
	ON INTERNAL FLOATED PLASTER SURFACES				
	One coat alkali resistant primer and two coats PVA emulsion paint for interior use				
1	Walls	m <sup>2</sup>	670		
	ON EXTERNAL FLOATED PLASTER SURFACES				
	One coat alkali resistant primer and two coats superior quality acrylic emulsion paint for interior and exterior use				
2	Walls	m <sup>2</sup>	622		
	ON PLASTERBOARD SURFACES				
	One coat alkali resistant primer and two coats PVA emulsion paint for interior use				
3	Ceilings and cornices ("White" colour group)	m <sup>2</sup>	389		
	ON FIBRE-CEMENT BOARD SURFACES				
	One coat alkali resistant primer and two coats superior quality acrylic emulsion paint for interior and exterior use				
4	Fascias and barge boards, including priming metal jointing strips	m <sup>2</sup>	72		
	ON METAL SURFACES				
	One coat alkyd based zinc phosphate primer, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on steel				
5	Door frames	m <sup>2</sup>	39		
6	Windows	m <sup>2</sup>	122		
	One coat water based galvanised iron primer and two coats UV-resistant water based alkyd roof paint, on galvanised steel				
7	IBR profile troughed roofs (measured on flat)	m <sup>2</sup>	495		
	ON WOOD SURFACES				
	One coat primer and two coats premium quality polyurethane enamel paint				
8	Doors	m <sup>2</sup>	103		
	Three coats superior quality clear gloss varnish				
9	Roof timbers at eaves and verges	m <sup>2</sup>	18		
	<b>CARRIED FORWARD TO SUMMARY</b>				<b>R</b>
	<b>BILL NO 16</b>				
	<b>EXTERNAL WORK</b>				
	<b>FENCING</b>				
	Galvanised security fence with steel pipe posts, stays, gates, etc including galvanised steel bolts, straining eye bolts, etc, site clearance and preparation of ground				
1	Security fence 2100m high of double strands of 5mm barbed straining wire tied to posts and eye bolts and covered with 50 x 50 x 2.2mm carbon hardened diamond wire mesh in long strips and tied at 700mm centres to each straining wire with 1.6mm galvanised binding wire (posts elsewhere)	m	1		
2	Continuous razor wire security roll to top of fence flat wrapped in 700mm diameter rings, tied together and to straining wire	m	1		
3	50mm Diameter intermediate post 3250mm long, including 15MPa/19 300 x 300 x 600mm concrete base	No	1		
4	50mm Diameter inclined stay 2333mm long, including 15MPa/19 400 x 400 x 400mm concrete base	No	1		
5	100mm Diameter straining post 3250mm long, including 15MPa/19 500 x 500 x 600mm concrete base	No	1		
6	Gate of 30mm diameter framing, 1200 x 2700m high vertically with both stiles extended at top to form 45 degree overhang to suit the security fencing and with one diagonal brace, the vertical section covered with 50 x 50 x 2.5mm galvanised carbon hardened diamond wire mesh and the overhang with three strands of 4mm straining wire, including hinges, heavy duty lockable barrel bolt and 50mm brass five-pin tumbler padlock	No	1		
7	Double gate of 50mm diameter framing, 3.0 x 2.7m high vertically, each leaf with stiles extended at top to form 45 degree overhang to suit the security fencing, with one intermediate stile and two diagonal braces, the vertical section covered with 50 x 50 x 2.5mm diamond wire mesh and the overhang with 3 strands of 4mm straining wire, including hinges, heavy duty lockable barrel bolt, 50mm brass five-pin tumbler padlock and two heavy duty long barrel bolts, each with two keeps in and including 300 x 300 x 600mm concrete anchor blocks	No	1		
	<b>CARRIED FORWARD TO SUMMARY</b>				<b>R</b>



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
	<b>BILL NO 17</b>				
	<b>PROVISIONAL SUMS</b>				
	<b>SUPPLEMENTARY PREAMBLES</b>				
	Work for which provisional sum are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said sums				
	1.The following sums and amounts are NET.				
	2. Under no circumstances may any Provisional Sum be extended at an amount lower than the amount given in the bill.				
	3. Unless a specific percentage mark-up for Attendance is indicated in a rate column, the amount priced by the Contractor for Attendance against each Provisional Sum shall be deemed to be the Lump Sum and shall not be adjusted unless the scope of the sub contract varies significantly.				
	4. Provisional Sums contained here-in may be omitted or reduced at the employer's sole discretion and the Contractor shall not be entitled to claim for any loss by way of reductions or omissions or any discount, or percentage relating to Provisional Sums or PC amounts or any loss of profit related thereto.				
	<b>PROVISIONAL SUMS FOR NOMINATED/SELECTED SUBCONTRACT WORKS</b>				
	Electrical work (Philda)				
1	Provide the sum of R6,500.00 (Six Thousand Five Hundred Rands) for electrical work	Item	1	6500,00	6500,00
2	Profit	%IT	6 500		
3	Attendance	%IT	6 500		
	Electrical work (Nozizwe)				
4	Provide the sum of R7,800.00 (Seven Thousand Eight Hundred Rands) for electrical work	Item	1	7800,00	7800,00
5	Profit	%IT	7 800		
6	Attendance	%IT	7 800		
	Electrical work (Sibezula)				
7	Provide the sum of R5,000.00 (Five Thousand Rands) for electrical work	Item	1	5000,00	5000,00
8	Profit	%IT	5 000		
9	Attendance	%IT	5 000		
	Electrical work (Vuyani)				
10	Provide the sum of R5,000.00 (Five Thousand Rands) for electrical work	Item	1	5000,00	5000,00
11	Profit	%IT	5 000		
12	Attendance	%IT	5 000		
	Electrical work (Nosebenzile)				
13	Provide the sum of R10,000.00 (Ten Thousand Rands) for electrical work	Item	1	10000,00	10000,00
14	Profit	%IT	10 000		
15	Attendance	%IT	10 000		
	Electrical work (Nombonelo)				
16	Provide the sum of R10,000.00 (Ten Thousand Rands) for electrical work	Item	1	10000,00	10000,00
17	Profit	%IT	10 000		
18	Attendance	%IT	10 000		
	<b>CARRIED FORWARD TO SUMMARY</b>				<b>R</b>

SUMMARY					
1	Preliminaries				R
2	Earthworks (provisional)				R
3	Concrete, formwork and reinforcement				R
4	Masonry				R
5	Waterproofing				R
6	Roof coverings, claddings, etc.				R
7	Carpentry and Joinery				R
8	Ceilings, partitions and access flooring				R
9	Ironmongery				R
10	Metalwork				R
11	Plastering				R
12	Tiling				R
13	Plumbing and Drainage (Provisional)				R
14	Glazing				R
15	Paintwork				R
16	External work				R
17	Provisional Sums				R
SUB TOTAL A					R
	Contingencies				
	Allow seven and-a-half per cent (7.5%) of the above sub-total for contingencies to be used as directed and deducted in whole or in part if not required				
SUB TOTAL B					R
	Allow ten per cent (10%) of the above sub-total for preliminaries				
SUB TOTAL C					R
	Allow fifteen per cent (15%) of the above sub-total for Value Added Tax				
TENDER SUM CARRIED FORWARD TO FORM OF OFFER					R

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-25/26-0006

RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE  
HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS

# **THE CONTRACT**

## **PART 3 (OF 4): SCOPE OF WORKS**

## PROVINCE OF THE EASTERN CAPE

## DEPARTMENT OF TRANSPORT

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<b>THE CONTRACT</b> <b>PART 3 (OF 4): SCOPE OF WORKS</b>
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SECTION	DESCRIPTION	PAGE
<b><u>THE CONTRACT</u></b>		
<b>PART 3</b>	<b>SCOPE OF WORKS (PART 3 of 4)</b>	
C3.1	SECTION A: DESCRIPTION OF THE WORKS	C3.3
C3.2	SECTION B: PROJECT SPECIFICATION AMENDMENTS	C3.4
C3.3	SECTION C: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS	C3.103
C3.5	SECTION D: EMPLOYMENT AND TRAINING OF LOCAL LABOUR SPECIFICATIONS	C3.143
C3.6	SECTION E: ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION SPECIFICATIONS	C3.156
C3.7	SECTION F1: ENGAGEMENT AND DEVELOPMENT OF SMME CONTRACTORS SPECIFICATIONS	C3.180
C3.8	SECTION F2: ENGAGEMENT OF LOCAL RESOURCES / SUPPLIERS SPECIFICATIONS	C3.189
C3.9	SECTION G: QUALITY ASSURANCE FRAMEWORK FOR CONSTRUCTION	C3.198
<b>PART 4</b>	<b>SITE INFORMATION (PART 4 of 4)</b>	<b>C4.1</b>

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10- 25/26-0006

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HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS

## **THE CONTRACT**

### **PART 3 (OF 4) : SCOPE OF WORKS**

- C3.1 SECTION A: DESCRIPTION OF THE WORKS**
- C3.2 SECTION B: PROJECT SPECIFICATION AMENDMENTS**
- C3.3 SECTION C: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**
- C3.4 SECTION D: EMPLOYMENT AND TRAINING OF LOCAL LABOUR SPECIFICATIONS**
- C3.5 SECTION E: ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION SPECIFICATIONS**
- C3.6 SECTION F1: ENGAGEMENT AND DEVELOPMENT OF SMME CONTRACTORS SPECIFICATIONS**
- C3.7 SECTION F2: ENGAGEMENT OF LOCAL RESOURCES / SUPPLIERS SPECIFICATIONS**
- C3.8 SECTION G: QUALITY ASSURANCE FRAMEWORK FOR ROAD WORKS**

PROVINCE OF THE EASTERN CAPE

## DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10- 25/26-0006

RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE  
HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS**C3.1.1 EXTENT OF THE WORKS****C3.1 SECTION A: DESCRIPTION OF THE WORKS**

The Scope of the Works entails the construction of new eight (8) low cost housing project and the proposed work will include but not limited to the following:

Site Establishment.  
Earthworks  
Building works  
Minor electrical works (fittings and wiring only)

**C3.1.2 ORDER OF THE WORKS**

The contractor is to order works as they deem fit or per instruction by the Principal Agent.

**C3.1.3 LABOUR-INTENSIVE WORKS**

Employer's objectives:

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

Labour-intensive works:

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

Labour-intensive competencies of supervisory and management staff:

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C) at NQF outlined in Table 1

**C3.1.4 GENERIC LABOUR-INTENSIVE SPECIFICATIONS**

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) for the generic labour-intensive specification applicable to the contract.

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

- trenches having a depth of less than 1.5 metres
- Building work and plastering
- Roofing
- Glazing
- water and sanitation

**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 excavateable material is:

#### a) granular materials:

- i) whose consistency when profiled may in terms of table 2 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 2 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 is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ 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.

<b>Table 2: Consistency of materials when profiled</b>			
<b>GRANULAR MATERIALS</b>		<b>COHESIVE MATERIALS</b>	
<b>CONSISTENCY</b>	<b>DESCRIPTION</b>	<b>CONSISTENCY</b>	<b>DESCRIPTION</b>
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 up to 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 a 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% Mod AASHTO;

b) such that in excess of 5 blows of a dynamic cone 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 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. Any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**Clearing and grubbing**

Grass and bushes shall be cleared by hand.

**Shaping**

All shaping shall be undertaken by hand.

**Loading**

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the greatest extent possible.

**Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

**Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

**Spreading**

All material shall be spread by hand.

**Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required or for large areas.

**Grassing**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

**Stone pitching and rubble concrete masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

**Manufactured Elements**

Elements manufactured or supplied by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. Where the mass of an element exceeds 55 kg, consideration should be given to the size of the element relative to its total mass related to the number of workers who would be needed to lift such mass



PROVINCE OF THE EASTERN CAPE

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HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS

<b>C3.2 SECTION B: PROJECT SPECIFICATIONS</b>
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## **BILL NO. 4**

## **MASONRY**

### **PREAMBLES**

The Tenderer is referred to the relevant Clauses in the document PW 371 Particular Specification annexed to these bill of quantities and the supplementary preambles here under.

### **SUPPLEMENTARY PREAMBLES**

#### **Proprietary items or materials**

Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works

#### **BRICKWORK**

Brickwork to be laid in stretcher bond throughout

#### **Sizes in descriptions**

Where sizes in descriptions are given in brick units, "one brick" shall be the length and "half brick" the width of a brick

#### **Cement mortar**

Class I mortar to be used for all brickwork

#### **External walls, etc**

Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole

Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Brixeal" bitumen emulsion waterproofing coating

#### **Brick reinforcement**

Descriptions of brickwork shall be deemed to include for steel reinforcing fabric as specified every fourth course in superstructure, every course between door height and wall plate above openings and every course in foundations. Additional reinforcement in lintels, etc are measured separately

#### **Face bricks**

Bricks shall be ordered timeously to obtain uniformity in size and colour

#### **Pointing**

Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc

#### **Samples, etc**

Rates for brickwork, faced brickwork, etc shall include for all required samples. Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site

## **BILL NO. 5**

### **WATERPROOFING**

#### **PREAMBLES**

The Tenderer is referred to the relevant Clauses in the document PW 371 Particular Specification annexed to these bill of quantities and the supplementary preambles here under.

#### **SUPPLEMENTARY PREAMBLES**

##### **Waterproofing**

Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs

All surfaces that are to receive coating must be free from oil, grease, wax, dirt or any other form of foreign matter that might affect adhesion. Typically concrete may require grit blasting. Spalled surfaces or those containing large blowholes and other such defects should be repaired using approved waterproofing mortar. Care must be taken when choosing the repair mortar to ensure that it has all necessary approvals for contact with potable water. If the surface contains small blow holes, typically less than 1mm wide, the coating can be applied directly onto the substrate without the need for treatment.

Where the screed does not conform to these requirements then a self-levelling screed is to applied and the rates are to include for the testing of the existing screed as described above.

##### **Proprietary items or materials**

Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works

## **BILL NO 6**

### **ROOF COVERINGS, CLADDINGS, ETC**

#### **PREAMBLES**

The Tenderer is referred to the relevant Clauses in the document PW 371 Particular Specification annexed to these bill of quantities and the supplementary preambles here under.

Tenders are advised to carefully study the full intent and meaning of "Construction Works: Specifications (PW371-A Edition 2.1 of July 2014 and PW371-B Edition 2.2 of December 2015)" before pricing this bill as these standards shall apply to all items of work on this project. Additional Supplementary Preambles have been incorporated. Where these are at variance with PW371- A & B such Supplementary Preambles will take precedence.

#### **SUPPLEMENTARY PREAMBLES**

##### **Roof Construction**

Roofing plan to be consulted for specific rafter and purling sizes detailed design drawing. All loadings on roof trusses to be calculated in accordance with SANS 0160. All timber members to be designed in according to SANS 0163.

##### **Roof sheeting installation certificate:**

Timber roof trusses to comply with requirements of SABS Spec 0163 and to be constructed out of S.A Pine. Contractor to supply roof completion certificate from approved certifying agent in order for practical

completion to be effected. The certificate is to cover the installation of roof sheeting, guttering and trusses. The certificate is to be supplied by an independent roofing inspector such as Mitek confirming that the trusses have been manufactured and installed to the governing SABS specifications and truss manufacturers instructions. In addition to this, confirmation from the roof sheeting manufacturer that the installation has been completed in terms of their instructions and governing SABS specifications is to be included. Truss Shop Drawings to be submitted to the architect for approval. Allow 2 weeks for approval. To be approved by architect 4 weeks prior to truss orders been placed.

## **BILL NO 7**

### **CARPENTRY AND JOINERY**

#### **PREAMBLES**

The Tenderer is referred to the relevant Clauses in the document PW 371 Particular Specification annexed to these bill of quantities and the supplementary preambles here under.

#### **SUPPLEMENTARY PREAMBLES**

##### **Particle board:**

Particle board shall comply with the following specifications:

- a) SABS 1300 Particle board: exterior and flooring type
- b) SABS 1301 Particle board: interior type

##### **Joinery:**

Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc

Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes

##### **Fixing**

Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete

##### **Decorative laminate finish:**

Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish

### **STRUCTURAL TIMBERWORK ETC**

#### **PLATE NAILED TIMBER ROOF TRUSS CONSTRUCTION ETC**

#### **SUPPLEMENTARY PREAMBLES**

Trusses are at maximum 1200mm centres

Roof covering is IBR sheeting on purlins @18 degrees pitch

Ceiling is 6.4mm gypsum boards on 38 x 38mm Brandering

References given in descriptions refer to the respective types of trusses detailed on the architect's/engineer's drawings numbered (TBC) accompanying these bills of quantities for tender purposes

Dimensions in descriptions of trusses are nominal and actual measurements are to be obtained from the architect/engineer and/or taken on site before design or fabrication commences

##### **SA Pine**

Prefabricated roof construction for double pitched roof 11 600mm x 8 130mm on plan x 1900mm high overall with three gable ends, with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, valley runners, 38 x 152 T bracing, etc. 84m2 total roof area (on flat) [Nozizwe Zikholisile]

Prefabricated roof construction for double pitched roof 11 600mm x 8 130mm on plan x 1900mm high overall with three gable ends, with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, valley runners, 38 x 152 T bracing, etc. 84m2 total roof area (on flat) [Philda Nontobeko Mboniswa]

Prefabricated roof construction for double pitched roof 7772mm x 6400mm on plan x 1080mm high overall with two gable ends, with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, valley runners, 38 x 152 T bracing, etc. 50m2 total roof area (on flat) [Sibezula]

Prefabricated roof construction for pyramid shaped roof 6300mm x 5770mm on plan x 1080mm high overall with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, 38 x 152 T bracing, etc. 24m2 total roof area (on flat) [Vuyani]

Prefabricated roof construction for double pitched roof 11 600mm x 8 130mm on plan x 1900mm high overall with three gable ends, with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, valley runners, 38 x 152 T bracing, etc. 84m2 total roof area (on flat) [Nosebenzile Ngexe]

Prefabricated roof construction for double pitched roof 11 600mm x 8 130mm on plan x 1900mm high overall with three gable ends, with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, valley runners, 38 x 152 T bracing, etc. 84m2 total roof area (on flat) [Nombonelo Mhlakulo]

Prefabricated roof construction for pyramid shaped roof 6300mm x 5770mm on plan x 1080mm high overall with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, 38 x 152 T bracing, etc. 24m2 total roof area (on flat) [Nosebenzile - Rondavel]

Prefabricated roof construction for pyramid shaped roof 6300mm x 5770mm on plan x 1080mm high overall with trusses at 1200mm centres, jack rafters, one hip set, 38 x 114mm wall plate, 38 x 75mm purlins at 1150mm centres with 38 x 50mm wrought tilting batten at eaves, 38 x 76mm permanent bracing, 38 x 152 T bracing, etc. 24m2 total roof area (on flat) [Nombonelo - Rondavel]

## **BILL NO. 8**

### **CEILINGS, PARTITIONS AND ACCESS FLOORING**

#### **PREAMBLES**

The Tenderer is referred to the relevant Clauses in the document PW 371 Particular Specification annexed to these bill of quantities and the supplementary preambles here under.

#### **SUPPLEMENTARY PREAMBLES**

##### **Descriptions:**

Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete

Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere

#### **BULKHEAD**

Ceiling boards shall only be cut down the length to form infill panels against walls, where such panels shall not be less than 300mm wide and shall be in single lengths to the width of ceiling wherever possible.

Plasterboard bonding plaster shall be a light weight retarded semi-hydrate gypsum plaster, applied in two thicknesses by the trowel-float-trowel method, to a total thickness of not less than 6mm, well pressed into the wire scrim over the joints between the ceiling boards and finished with a very thin layer of finish plaster. The finish plaster shall be applied as soon as the second layer of bonding plaster stiffens. All screw holes & imperfections to be skimmed, before sanding smooth for painting

## **BILL NO 9**

### **IRONMONGERY**

#### **PREAMBLES**

The Tenderer is referred to the relevant Clauses in the document PW 371 Particular Specification annexed to these bill of quantities and the supplementary preambles here under.

#### **SUPPLEMENTARY PREAMBLES**

##### **Finishes to ironmongery**

Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list:

BS Satin bronze lacquered CH Chromium plated  
SC Satin chromium plated  
SE Silver enamelled  
GE Grey enamelled  
AS Anodised silver  
AB Anodised bronze  
AG Anodised gold  
ABL Anodised black  
PB Polished brass  
PL Polished and lacquered  
PT Epoxy coated  
SD Sanded

Note:

Ironmongery is fixed to timber unless otherwise described.

## **BILL NO 10**

### **METALWORK**

#### **PREAMBLES**

The Tenderer is referred to the relevant Clauses in the document PW 371 Particular Specification annexed to these bill of quantities and the supplementary preambles here under.

#### **SUPPLEMENTARY PREAMBLES:**

##### **Descriptions:**

Descriptions of bolts shall be deemed to include nuts and washers.

Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.

Metalwork described as holed for bolts shall be deemed to exclude the bolts unless otherwise described.

## **BILL NO 11**

### **PLASTERING**

#### **PREAMBLES**

The Tenderer is referred to the relevant Clauses in the document PW 371 Particular Specification annexed to these bill of quantities and the supplementary preambles here under.

#### **SUPPLEMENTARY PREAMBLES**

##### **NOTE:**

The Standard Preambles and the Notes in the various trade bills are to, and do, apply equally to this section.

##### **GRANOLITHIC**

###### **Preparation**

For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic

###### **Mix**

Granolithic mix for surface beds, composed of 1 part cement: 2 parts sand and 1 part 5mm granite aggregate finishes as per finish required under finishes.

Cement to be manufactured in accordance with SANS 50197-1

###### **Panels**

Grano finish to be laid in panels of not more than 20m<sup>2</sup> with v-joint between panels.

As necessary, form reeding to stair treads with 100mm reeding tool.

#### **SCREEDS**

Screed to make up for floor finish thickness variations. Top of different floor finishes to be level as per details.

Cement is to manufactured in accordance with SANS 50197-1

###### **Mix**

Floor screed mix for concrete surface beds, composed of 1 part cement and 3 parts sand. Cement is to be manufactured in accordance with SANS 50197-1

#### **CEMENT PLASTER**

All existing walls are to be checked to make sure the plaster is sound. Where necessary chip off unsound and loose plaster and plaster with plaster mix composed of 1 part cement and 6 parts sand 10mm-20mm thick, finished with a wood float. Cement to be manufactured in accordance with SANS-5097-1 and sand to conform to SANS 1083:1994

## **BILL NO 12**

### **TILING**

#### **PREAMBLES**

The Tenderer is referred to the relevant Clauses in the document PW 371 Particular Specification annexed to these bill of quantities and the supplementary preambles here under.

## **SUPPLEMENTARY PREAMBLES**

### **Descriptions**

Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding

#### **FLOOR TILING**

##### **Porcelain tiles**

Allow all new concrete work and screeds to cure for at least new concrete work and screeds must have a moisture can be commenced. When tiling directly onto concrete, and free of all traces of shutter release and curing agents, contaminants, preferably by scarifying or sandblasting. Any screeding must be firmly attached to the underlying (no crumbling, cracking etc.) and must be of a quality and defective areas must be removed and the floor made good

##### **Application**

Apply Tal Gold Star 6 rapid setting adhesive mixed 20kg with 5 litres of Tal Bond (replacing the water in the mix) using a notched Tal floor trowel. Grout with light grey Tal Wall and floor grout mixed 20kg with 6 litres of Tal Bond (replacing the water in the mix). Allow for 3 tile colours and pattern as per flooring plan. Colours to be chosen from presented.

#### **WALL TILING**

##### **Mosaic Tiling**

The rendering must be firmly attached to the substrate, must be integrally sound (no crumbling, cracking etc.) and must be a quality and consistency suitable for tiling. The background must be clean, dry, firm and sound and free from dust, loose particles and surface contaminants before proceeding. renders should be left with a wood float finish and should not be skim coated with gypsum plaster.

## **BILL NO 13**

### **PLUMBING AND DRAINAGE (PROVISIONAL)**

#### **PREAMBLES**

The Tenderer is referred to the relevant Clauses in the document PW 371 Particular Specification annexed to these bill of quantities and the supplementary preambles here under.

## **SUPPLEMENTARY PREAMBLES**

### **"Polycop" polypropylene pipes:**

Polypropylene pipes 54mm diameter and under shall be seamless copper coloured class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated

Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's Instructions

All pipe diameters are nominal external

### **uPVC pipes and fittings:**



Soil, waste and vent pipes and fittings shall be solvent weld jointed

#### **uPVC pressure pipes and fittings:**

Pipes for water supply shall be of the class stated. Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings

Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints

#### **Copper pipes and taps:**

Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-siphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground.

Copper pipes for domestic cold water and gas services in all cases shall comply with the requirements of SABS Specification 460 Class 0, 2 and 3. For applications below ground only Class 2 or 3 shall be used. Pipework above ground shall be of Class 0 or 2 jointed with capillary soldered fittings and no bending of pipes will be allowed. Provision must be made for union couplings in strategic places. Hot water piping to be of thin wall harddrawn copper. Unless otherwise specified, all copper pipes shall be jointed with approved capillary solder type fittings, each joint being formed by cutting the pipe-ends square, preferably with a pipe cutter. All as per NBR.

Ball cocks shall be lockable with nickel plated brass bodies, PTFE seats, stainless steel balls and corrosion resistant valve handles.

#### **Fixing of pipes**

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level

#### **Reducing fittings**

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

#### **Exposed concrete surfaces**

Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster

#### **Excavations**

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

"Soft rock" and "hard rock" shall be as defined in "Earthworks"

#### **Laying, backfilling, bedding, etc. of pipes**

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' Instructions. Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding.

## **Flush pans**

### **Stainless steel basins, sinks, wash troughs, urinals, etc.**

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable

## **Water Closets**

### **Installations**

1/. Place pan into position and mark hole positions. Remove pan and drill holes. Place pan back into position, fix screw to the floor and secure.

2/. Assemble all cistern fittings with inlet valve on right hand side of cistern. Fit cistern to pan ensuring sealing ring is in the correct position and tighten wing nuts.

NOTE: Do not use putty as sealer.

3/. Flush the water line.

4/. Complete all plumbing connections and test flush. Ensure that the correct water level has been set and that the operating overflow tube height conforms to and operates according to local by-laws and SABS specifications.

5/. Always use silicone sealant or equivalent between the pan and the finished floor and wall surfaces for a secure and neat installation.

NOTE: The warranty will not apply to any product installed with cement.

## **Urinals**

### **Installations**

1/. Fit the waste outlet and spreader to the urinal.

2/. Screw hanger brackets to the wall at the required height, using wall plugs.

3/. Hang urinal on brackets and connect trap to waste outlet.

4/. Connect urinal flushvalve to flush pipe which is connected to spreader, ensuring

5/. Test flush.

Cobra Watertech, exposed top inlet flushvalve FJ6000 Flushmaster with FJT 5.5 flushpipe).

## **BILL NO 14**

## **GLAZING**

## **PREAMBLES**

The Tenderer is referred to the relevant Clauses in the document PW 371 Particular Specification annexed to these bill of quantities.

## **SUPPLEMENTARY PREAMBLES**

### **Proprietary products in descriptions**

Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior tender closing written approval by the principal agent

## **BILL NO 15**

## **PAINTWORK**

NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill

Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill

## **SUPPLEMENTARY PREAMBLES**

### **Proprietary items or materials**

Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works

### **SABS Specifications**

- Matt or eggshell decorative paint for interior works :SABS 515
- High gloss enamel paint : SABS 630 Grade I
- Oil gloss enamel paint : SABS 631
- Primers for wood for external work : SABS 678 Type I
- Primers for wood for internal work : SABS 678 Type III
- Zink chromate primers for steel : SABS 679 Type I
- Undercoats for paints (except emulsion paint) : SABS 681 Type I
- Aluminium paint : SABS 682 Grade II
- Roof paints : SABS 683 Type B
- Structural steel paint : SABS 684 Type B
- Wash primer (metal etch) : SABS 723
- Varnish for interior use : SABS 887 Type I
- Emulsion paints : SABS 1586

### **BILL NO 16**

### **PROVISIONAL SUMS**

### **SUPPLEMENTARY PREAMBLES**

Work for which provisional sum are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said sums

1.The following sums and amounts are NET.

2. Under no circumstances may any Provisional Sum be extended at an amount lower than the amount given in the bill.

3. Unless a specific percentage mark-up for Attendance is indicated in a rate column, the amount priced by the Contractor for Attendance against each Provisional Sum shall be deemed to be the Lump Sum and shall not be adjusted unless the scope of the sub contract varies significantly.

4. Provisional Sums contained here-in may be omitted or reduced at the employer's sole discretion and the Contractor shall not be entitled to claim for any loss by way of reductions or omissions or any discount, or percentage relating to Provisional Sums or PC amounts or any loss of profit related thereto.

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10- 25/26-0006

RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE  
HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS

<b>C3.3 SECTION B: MANAGEMENT</b>
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**C3.3.1 MANAGEMENT OF THE WORKS**

**C3.3.1.1 Applicable standards**

The following documents and COLTO standards and associated specification data are applicable and form part of the Contract :

- i) **Volume 1** : The JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005), which the Bidders must purchase himself.
- ii) **Volume 2** : PW 371-A: Construction Works General Specifications (Edition 2.1 of July 2014) and PW 371-B: Construction Works Particular Specifications (Edition 2.2 of December 2015) issued by Department of Public Works available on [www.publicworks.gov.za](http://www.publicworks.gov.za) (bidders to download these documents themselves)
- iii) **Volume 3** : This document
- iv) **Volume 4** : Set of Drawings issued with Volume 3
- v) Health and Safety Specification (may be bound in at the back of Volume 3 or issued as a separate volume)

PROVINCE OF THE EASTERN CAPE

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<b>C3.4    SECTION C: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS</b>
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**SECTION C: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

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**C1 INTRODUCTION****C1.1 List of Abbreviations**

CHSA	Construction Health and Safety Agent
CHSO	Construction Health and Safety Officer
DoT	Department of Transport of the Eastern Cape Provincial Government
DME	Department of Mineral and Energy
DMR	Department of Mineral Resources
DoL	Department of Labour
DSTI's	Daily Safe Task Instructions
EA	Employers Agent
EAR	Employers Agents Representative
EEA	Employers Environmental Agent
FEMA	Federated Employers Mutual Association
H&S	Health and Safety
HIRA	Hazard Identification Risk Assessment
MH&SA	Mine Health and Safety Act No. 29 of 1996 (as amended)
OHS	Occupational Health and Safety
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPC	Personal Protective Clothing
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
SMME	Small, Micro, Medium Enterprise
SoP's	Safe Operating Procedures
SWP	Safe Work Procedure
TMS	Technical Method Statement
WCC	Workman's Compensation Commissioner

**C1.2 Definitions**

The definitions used will be those set out in the Regulation Gazette No 37305 of 7<sup>th</sup> February 2014 with the following additions or amendments;

**Client:**

Hereafter referred to as the Employer in terms of the Contract.

**Employers Agent:**

Means a competent person appointed by the Client to design, supervise and monitor construction on their behalf.

**Hazard Identification and Risk Assessment (HIRA) and Risk Control:**

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operational phases.

**Induction Training:**

Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

**Mine:**

Any excavation from which material (soil, gravel, stone etc.) is taken for use on the construction site.

**Site:**

Means the area in the possession of the Principal Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas and haul roads which are reasonably required for the activities for the Principal Contractor, and approved for such use by the Engineer.

**The Act:**

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, No. 85 of 1993 and Regulations promulgated thereunder, as amended.

**Health and Safety Plan:**

The Pre-Construction Health and Safety Plan is the foundation upon which the health and safety management of the construction phase of a project needs to be based.

**C1.3 Key Role-Players**

Client	DoT represented by the Head of Department and/or such other person or persons, authorised thereto in writing.
Designer / Engineer	As appointed in terms of the Contract. The Designer/Engineer as referred to in CR6 is hereafter referred to as the Employers Agent.
CHS Agent	As appointed by the Employer in terms of CR5(5) of the OHS Act
Principal Contractor	As appointed in terms of CR5.1(k) of the OHS Act.
Contractor	A Contractor appointed by the Principal Contractor in terms of CR7.1(c)(v) of the OHS Act.

**C1.4 Key References**

Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)  
 Mine Health and Safety Act and Regulations No. 29 of 1996 (as amended)  
 Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)  
 Committee of Land Transport Officials (COLTO) South African Roads Specifications for Road and Bridge Construction  
 South African National Standards  
 General Conditions of Contract 2015 (GCC) Edition 3  
 Traffic Safety Manual (SARTSM) Chapter 13, Volume 2 of 1999  
 Road Traffic Act No. 93 of 1996 (as amended)

**C2 PURPOSE OF THIS PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION (PSHSS)**

This PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues be identified that could not have been foreseen during the design phase of the project.

**C2.1 Preamble**

The Department of Transport DoT is tasked to provide infrastructure within the Eastern Cape including the construction of roads and civil structures.

Each year fatalities and serious injuries mar the reputation of the Construction Industry. The DoT has a responsibility to limit such injuries by ensuring a zero tolerance approach to Contractors and those affiliated to a particular project. Thus a high premium is placed on the Health and Safety DoT stakeholders, which include its employees, professional service providers, public and its physical assets. The responsibilities that the DoT and relevant stakeholders have toward its employees are captured in this document. The responsibilities stem from both moral, civil and a variety of legal obligations.



The Principal Contractor is to take due cognisance of the above statement.

This PSHSS is a performance specification to ensure that the DoT and any bodies that enter into formal agreements with the DoT, i.e. Engineers, Principal Contractors (PC) and Contractors, achieve an acceptable level of OHS compliance.

No advice, approval of any document required by this PSHSS (i.e. hazard identification and risk assessment, action plans) or any other form of communication from the Client shall be construed as an acceptance by the Client. Nor shall such communication relieve or absolve the PC from any obligation or from achieving compliance with legal requirements. The PC remains responsible for achieving the required performance levels.

### **C3 IMPLEMENTATION OF THE PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION (PSHSS)**

This PSHSS forms an integral part of the Contract, and the Principal Contractor is required to make it an integral part of their Contracts with Contractors and Suppliers. A PSHSS is to be available for each level of Contract and Contractor, and must be complied with.

This PSHSS must be read in conjunction with the OHSA, its Regulations (as amended) and any other standards relating to work being done, and ensure compliance thereto. The information relative to the scope of the project, the works etc. is detailed in the tender document, and is to be taken into account when developing the H&S Plan and associated documentation.

The Employers baseline design risk assessment is included, as is a summary of risks identified. Refer to **Annexure J** in these specifications

#### **C3.1 Summary of Risks Identified During Design**

- C3.1.1 General Requirements and Provisions (Series 1000)
- C3.1.2 Drainage (Series 2000)
- C3.1.3 Earthworks (Series 3000)
- C3.1.4 Asphalt Pavements and Seals (Series 4000)
- C3.1.5 Ancillary Roadwork's (Series 5000)
- C3.1.6 Structures (Series 6000)
- C3.1.7 Sundry Structures (Series 7000)
- C3.1.8 Sundries (Series 8000)
- C3.1.9 Specified Hazardous Chemical Substances

Should there be design changes, or change in the scope of works, an amended PSHSS may be issued. Where amended PSHSSs are issued, the PC will be required to ensure a resubmission of an amended H&S Plan and OHS BoQ for approval. Further to this, the PC must ensure that a similar system must be implemented between all their Contractors and Suppliers.

### **C4 REQUIREMENTS AT TENDER STAGE**

#### **C4.1 Documentation required from the Tenderer;**

- C4.1.1 Declaration – Fulfilment of the Construction Regulations 7<sup>th</sup> February 2014 and any subsequent additions
- C4.1.2 OHS BoQ - Adequate pricing for Occupational Health and Safety is required, and the appropriate section in the BoQ is to be completed.

These documents can be found in the Tender Document and are to be completed by the tenderer where applicable. These documents shall be deemed to form part of the returnable Contract Documents.

**C5 REQUIREMENTS PRE-COMMENCEMENT OF WORKS****C5.1 Documentation required from the Principal Contractor;**

- C5.1.1 The successful tenderer must provide a Project Specific Health and Safety Plan within 14 days of the award of the tender. Refer to “**Annexure A**” in these specifications.
- C5.1.2 Mandatory Agreement “SECTION 37.2”

**C5.2 Documentation required from the Employers Agent;**

- C5.2.1 Construction Specification and Scope of Works
- C5.2.2 Contract Construction Drawings
- C5.2.3 Geotechnical Reports

**C5.3 Documentation required by the Employer or his/her appointed CHSA;**

- C5.3.1 Letter of Approval of the PC’s OHS Plan.
- C5.3.2 Application for a Permit to do “CONSTRUCTION WORK ANNEXURE 1”

The application will not be submitted until the PC’s OHS Plan has been approved by the Client/CHSA and the Annexure 1 – Application for a Permit to do Construction Work being correctly completed by the Client/CHSA and the PC.

The Client or his/her appointed CHSA shall submit all the relevant documentation to the Provincial Director of the Department of Labour (DoL) once the OHS Plan has been approved, with the form as in Annexure 1 of the Construction Regulations-2014.

The following needs to be submitted with the Annexure 1 (but not limited to)

- Baseline risk assessment
- H&S Specification
- Approved H&S Plan
- Appointment letter for the Construction manager and Construction health and safety officer together with certified copies of the identity document and training certificates.
- Registration certificate of the CHSO from the SACPCMP
- Letter of award from the Client
- Approved drawings
- Appointment letter as per CR 5(1) (k)

The site-specific Construction Work Permit Number must be displayed conspicuously at the main entrance to the site on its own. The size of the permit board should be clearly visible from a distance of 20 meters the site-specific number is not transferable.

The Principal Contractor must keep a copy of the construction work permit in the health and safety file. Should any changes be made to the Construction manager and Construction health and safety officer as per the submitted construction work permit, the Principal Contractor must provide the replacement persons documentation for approval to the CHSA.

**C6 REQUIREMENTS FOR COMMENCEMENT OF THE WORKS**

No work may commence until the following has been complied with;

- Work Permit issued by the Department of Labour to the Employer/CHSA
- An acknowledgement letter must be signed by the Principal Contractor on receipt of Construction Work Permit from the Employer/ CHSA

**C7 REQUIREMENTS DURING THE CONSTRUCTION STAGE****C7.1 Requirements from the Principal Contractor**

- C7.1.1 Compilation and continuous updating of the H&S Plan. Refer to “**Annexure B**” in these specifications
- C7.1.2 Action plans as well as close out reports for all non-conformances issued by the Employer, his/her Agent, CHSA or any other parties who have the necessary powers to conduct legal inspections on the construction site
- C7.1.3 Construction Appointments. Refer to “**Annexure C**” in these specifications.

**C7.2 Requirements from the Employer/CHSA**

- C7.2.1 Conduct at least a monthly or more frequently if deemed necessary OHS Compliance Audit of the PC's H&S File as well as the Works
- C7.2.2 All activities on the site and all appropriate documentation will be monitored and reported on to the Client, Engineer and PC.
- C7.2.3 Discuss all findings of an audit with the PC and/or his/her representative
- C7.2.4 Submit an audit report with findings within seven (7) days of the actual audit taking place
- C7.2.5 Issue the PC with a non-conformance report within seven (7) days for action by the PC
- C7.2.6 Non-conformance close out to be completed within 3 days of issue of audit report.
- C7.2.6 Penalties or work stoppage instructions will be issued where appropriate.
- C7.2.7 Communication between the CHSA and the PC will be through the Employers Agent.

**C8 APPOINTMENTS****C8.1 Appointment of Competent Site Personnel**

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site personnel for the duration of the contract. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Construction Manager (OHSA 16.2. and CR8.1)

In terms of the OHSA the PC is required to make the following minimum appointments for the duration of the Contract (or part thereof).

**C8.1.1 Construction Manager (CR8.1)**

- Appointment of the Construction Manager (CR8.1) is subject to approval by the Employer in terms of the Contract Data
- In the absence of the CR8(1) an alternate manager suitably qualified shall be appointed to manage the site.

**C8.1.2 Assistant Construction Managers (CR8.2)**

Appointment of Assistant Construction Manager(s) (CR8.2) is subject to the size and complexity of the Contract as determined by the PC.

**C8.1.3 Construction Work Supervisors (CR8.7)**

Appointment of construction work supervisors shall be concluded by the construction manager for construction activities.

**C8.1.4 Construction Health and Safety Officer (CR8.5)**

PC's H&S obligations

For this Contract it is a requirement that the PC appoint at least one (1) approved full-time CHSO to manage the on site OHS for the duration of the Contract.

The above CHSO's will report directly to the Construction Manager and The PC's Construction Health and Safety Manager.( if applicable)

SMME Contractor(s) H&S obligations

Furthermore to the above the PC is required to appoint an additional at least one (1) approved full-time CHSO to manage the appointed SMME work packages on site for the duration of the works.

Please note that the full time CHSO appointed to manage the H&S obligations of the SMME Contractor(s) shall be assisted by Health and Safety Representatives (as referred to in “Clause C8.2.2” of this specification) as appointed by the SMME Contractor(s).  
The SMME CHSO will report directly to the PC CHSO.

CHSO's CV's , qualifications and SACPCMP registration certificates are to be submitted to the Engineer and CHSA for approval.

Candidate Construction Health and Safety Officers will not be accepted.

**Approval of the CHSO's is subject to the following minimum requirements:**

- Professionally registered with the South African Council for the Project and Construction Management Professions (SACPCMP) at a minimum as a Professional Construction Health and Safety Officer (Pr CHSO).
- Accredited Qualifications regarding the Occupational Health and Safety Act Procedures and Regulations.
- Valid South African driver's license
- Minimum two (2) years' experience related to Health and Safety on road construction projects.

**The PC is required to provide each of the approved CHSO's with the following minimum resources:**

- Suitable dedicated construction vehicle
- Mobile phone and airtime
- Computer with internet access and printer
- Camera with; Time, Date and GPS stamp facilities
- Vehicle dash camera for daily site video recording. (Allow for digital storage capacity)
- Two way radios for communication
- Any other equipment or facilities to enable him/her to carry out their duties effectively

**Restrictions applicable to the approved CHSO's:**

- May not be appointed or be responsible for any other work activity on site.
- May not be appointed as the Traffic Safety Officer in terms Clause B1502 (i), Section B, Part 3 of 4 of the Contract.

In the case of a contract where Contractors are employed, the CHSO must have the competence to evaluate the Contractors Health and Safety Plans.

The Construction Manager assisted by the CHSO's will be held responsible for all H&S on the project. Senior Site Staff, Supervisors and Contractors are to follow systems, instructions etc. given by the CHSO at all times. No new workers or Contractors may commence work without the required site inductions and approval of the H&S Plan as submitted by Contractors.

**The CHSO will be responsible for ensuring that daily Traffic Management is adequately managed for the entire construction site.**

A monthly report compiled by the CHSO of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the CHSA and the CHSO. Refer to “**Annexure G**” in these specifications.

The CHSO will be responsible for collating the H&S documentation (electronically) at the close out of the project. A list of the typical aspects are included in these specifications. Refer to “**Annexure D**” in these specifications.

## **C8.2 Health and Safety Representatives and Committee (OHS Act 17 & 19)**

C8.2.1 H&S Representatives are to be appointed following the start-up of the project, to be made up from both Principal Contractor, Contractors and Local Labour. Representatives from local labour can be appointed to represent such labour for the duration of the contract. Local labour should not be responsible for H&S duties unless appropriate training has been provided and the CHSO deems such labour competent to do so. Development in H&S of such labour would be an advantage to the community and the PC. H&S Representatives are to be actively involved with H&S and serve on the H&S Committee.

The CHSO shall ensure that there is a H&S Committee made up of active site staff and H&S Representatives, representing each work area, including all Contractors. Meetings will be held at least monthly, and more frequently if so instructed. Key site staff is to be appointed. Issues arising from the CHSA audits are to be discussed, as well as all H&S related issues.

Minutes are to be distributed and discussed among all workers and Contractors and records kept thereof.

H&S Committee Meetings are to be held in the first week of each month

C8.2.2 The Health and safety Representatives as appointed by the SMME Contractors will also be required to train Safety Representatives for their respective works packages in the following fields to assist the CHSO appointed to manage the H&S for the SMME's

- Safety Representative
- HIRA
- Incident Investigation
- Level One First Aid
- Basic Fire Fighting

### **C8.3 Appointment of Competent Contractors (CR7.3)**

C8.3.1 The Principal Contractor is to ensure compliance with the Clients minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. A register of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- The CHSO is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work.
- No Contractor may work under the PCs Compensation Registration Number. If required the PC may assist SMMEs with their registration with the Compensation Commissioner. However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received.
- No work may commence without the following documentation in place:
  - \* The Contractor is to have an appointment letter
  - \* Mandatory (37.2) agreements between parties in place.
  - \* Valid letters of Good Standing or proof of application (not older than 3 months)
  - \* OHS Plan Approval Letter issued by the PC

C8.3.2 The following aspects are applicable to Suppliers or short-term works (surveying, repairs, servicing, deliveries etc.). Cognisance is to be taken of the level of risk involved and the CHSO is to ensure the level of H&S documentation is appropriate:

Mandatory Agreements in place  
 Letter of Good Standing  
 TMS and Risk Assessments  
 Competencies for drivers and operators of delivery vehicles

## **C9 GENERAL RISK MANAGEMENT**

### **C9.1 Health Risks and Medical Surveillance**

A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed as per **Annexure I** and issued by an Occupational Health Practitioner CR7.8.

Medical surveillance will commence at pre-employment. All workers (including Professional Team, Principal Contractor and Contractors) are required to be in possession of a medical certificate of fitness prior to commencing work. Annual medical surveillance is required (unless identified as being required more frequently), as well as an exit medical.

Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

- Full medical, surgical and occupational history;
- Full physical examination of all systems, and
- Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- Audiometry (hearing tests);
- Spirometry (lung function testing);
- Chest X-rays;
- Liver function testing (volatiles), and
- Any other tests identified as relevant

#### C9.1.1 Noise Risks

All plant and equipment is to be measured for noise levels as soon as the majority of plant is on site (including Contractors construction plant and equipment).

The CHSO shall provide a list of all plant on site with their individual noise levels as assessed. Findings are to be discussed at the H&S Committee and H&S Representatives and Supervisors are to ensure that noise zones are identified and wearing of the appropriate PPE is enforced.

#### C9.1.2 General Environmental Conditions

Any spillages of substances which could be toxic to persons must be dealt with adequately. The PC must include his spillage procedure in the OHS Plan in the OHS File.

### C9.2 Emergency Procedures

Attention to emergency planning and procedures is very important. The full emergency plan must form part of the supporting documentation with the H&S Plan. The CHSA approval of all emergency plans and procedures is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan must be updated should new information or risks be identified.

First aiders shall be available in each working team, and be able to work as a team when responding to any emergency on the project.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:

- Appointment of a competent emergency response co-ordinator and wardens;
- Lists of first aiders, and
- Requirement in terms of identified risks:
  - Fire;
  - Explosions;
  - Falls from heights, and
  - Motor vehicle accidents.

The emergency plan is to ensure the inclusion of relevant local service providers. Such arrangements should be made with these persons prior to the commencement of the project. Local emergency telephone numbers must be displayed and made part of the emergency procedure.

#### C9.2.1 First Aiders and First Aid Equipment

Competent, trained First Aiders are to be formally appointed for the project. If the project is in a remote area, at least 3 workers are to be trained to Level 3. In urban areas and close to medical assistance 2 Level 3 first aiders are required. First aiders are to be available at all times and be able to cover each working team. Further first aiders from the community or SMMEs, if not already accredited, are to be sent for SAQA accredited first aid training. Contractors are expected to ensure compliance and manage their own first aiders and equipment.

The PC shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least the requirements to manage the type of emergencies identified. All Supervisors are to carry a Regulation 3 first aid kit in their vehicles at all times.

### C9.2.2 Fires and Emergency Management

The PC shall ensure that any fire risks will be managed appropriately. Trained fire fighters shall be appointed at offices or areas where fire risks are deemed high. The emergency plan shall include the risk of fire at site camps, on site and related to any specific activities.

Fire extinguishers are to be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. Every item of heavy plant, e.g. Graders, TLBs, Rollers etc., must be fitted with at least a 4.5Kg DCP fire extinguisher.

### C9.2.3 Incident Management and Compensation Claims

The PC will ensure there is a management system to investigate all incidents. All serious incidents involving any form of disabling injury or fatality are to be reported to the Engineer and CHSA telephonically immediately. This shall be confirmed in writing as soon as possible after the incident. Full details are to be included in the H&S meetings, and each site meeting. The details are also to be included in the CHSO monthly report.

## C9.3 Personal Protective Equipment (PPE) and Clothing (PPC)

The wearing of the identified SANS approved PPE and PPC at all times is non-negotiable. The PC shall ensure that all workers (Including Contractors and other PCs) are issued with and shall wear PPE/PPC as per the OHS BoQ.

Adequate quantities of PPE shall be kept on site at all times. This shall include necessary PPE for visitors.

## C9.4 Occupational Health and Safety Signage

On-site H&S signage is required. Signage shall be posted up at the appropriate fixed or temporary working areas, on scaffolding, and other potential risk areas/operations including vehicles. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed signage is required.

Signage is to include (but not be limited to) the following:

- 'no unauthorised entry';
- 'report to site office';
- 'site office';
- 'beware of overhead work';
- 'hard hat area' or other PPE / PPC requirements noted;
- First aid box positions (including vehicles), and
- Fire extinguishers

Signs shall be posted permanently or temporarily at areas of work onsite indicating that a construction site is being entered and that persons should take note of safety requirements.

The Contractor shall establish a system for controlling and recording entrance to the Site Office and camp area, which shall include a visitors site induction

## C9.5 Induction of Employees and Visitors, General H&S Training

A formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors to the site. Pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such training is to be done at least daily. Records of inductions and pre-task training are to be kept in the H&S file.

Any person found on site without proof of induction will be removed from site until the proof of their induction is supplied.

## C9.6 Testing Laboratory and the use of Radioactive Equipment

A joint laboratory may be required, or a service provider will be appointed for the project. The service provider will be seen as a Contractor, or where appointed as a joint laboratory, as a PC. All the H&S rules and requirements are to be met. Where appointed as a PC, the CHSA will be responsible for approving the

initial H&S plan and ensuring on-going compliance. All other requirements of the construction PC are to be met. Each PC is to be familiar with the H&S rules of each party. Mandatory Agreements, Inductions and Emergency requirements among other are to be addressed and managed to ensure limitation of H&S risks.

The use of radioactive equipment for the measuring of compaction parameters shall conform to the requirements of the “Code of Practice for the safe use of soil moisture and density gauges containing radioactive sources” as published by the Department of Health: Directorate: Radiation Control Soil revised September 2001. TMS, risk assessments and the appropriate training will be required.

### **C9.7 Use of Support Work, Scaffolding and other Temporary Works**

Where temporary works are envisaged on the project, these must be properly designed and signed off by a competent person. In these instances a competent person is defined as a Professional Engineer (registered with ECSA) who has sufficient experience in the design of the type of temporary work in question to be able to assess the design. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer. Where the scaffolding, and /or support work is to be supplied and designed by a specialist company, care must be taken to comply with all the requirements of the supplier. Records and registers are to be properly completed and kept in the H&S file.

All formwork must be designed and approved by a competent person.

### **C9.8 Quarries, Borrow Pits, Crushers, Blasting and Batch Plants**

It must be noted that the use of quarries and borrow pits falls under the Mine Health and Safety Act 29 of 1966 and its Regulations. Work in these areas must comply with these requirements and separate appointments and CoP's will be required.

Where single or multistage crushers are established on site, for quarries or borrow pits, the requirements of the MH&SA as well as the OH&SA and Regulations shall apply.

The Department of Mineral Resources (DMR), as well as the CHSA will carry out audits on this aspect of the project. Non-conformances raised by either party will require closeout within specified time periods negotiated at the time.

All blasting must comply with the Explosives Act No. 15 of 2003 and the OHSA and MH&SA or other legislation as applicable.

Blasting activities will only be allowed to take place from Tuesday's to Thursdays between the hours of 09:00 and 15:00. These times are to include the actual blast as well as clean-up of material.

If any blasting activities are to take place within 500m of any Eskom installation, including sub-stations and power lines. The Principal Contractor will be required to notify the local Eskom Depot Manager in writing seven (7) days before the blasting is to take place. This is due to Eskom having their own regulations regarding blasting in the vicinity of their installations

TMS and Risk Assessments will be required before blasting will be permitted. The Engineer and CHSA will be required to approve the arrangements. Should a blasting Contractor be used, the requirements relating to the management of Contractors shall apply. A Blasting Application is attached, refer to “**Annexure F**” in these specifications.

### **C9.9 Management of Plant and Equipment**

A substantial amount of large plant and equipment will be used. Close control of the PCs plant and equipment is required, including that of Contractors.

Daily monitoring of all plant and equipment is required prior to commencing work. Full lists of hired and own plant are to be available during the CHSA's audit. Copies of all daily inspection records are to be retained in the H&S file. Registers are not to be more than 1 week behind. Plant Hire or Haulage Contractors are to comply with the requirements, and comply with all H&S standards for the project.

All supervisory vehicles and construction plant are to be fitted with beacon/s capable of emitting an intermittently-flashing amber light in any direction.

All operators on site are to be competent and medically fit.



The following documentation is to be supplied for each operator on site:

- Valid medical certificate issued by an OH Practitioner and Annexure 3
- Valid driver's licence
- Applicable PrDP for vehicle or plant
- Appointment letter
- Competency certificate for the specific vehicle or plant to be operated

Movement of plant in closures and in confined working areas is to be closely monitored and managed by the CHSO and CTSO and Supervisors. The blind spots of plant are to be taken into account and workers and Contractors protected accordingly.

#### **C9.10 Excavations**

Steep slopes require careful management. A Geotechnical report is available and is to be utilised to assess ground conditions. Shoring may be required, where indicated in the Geotechnical report or by the Engineer. The PC is to ensure that the Community Liaison Officer (CLO) and the local community, schools and general public are aware of the dangers of open excavations.

All excavations are to be securely barricaded at all times. Only barrier netting will be allowed. Initial barricading will be the responsibility of the Excavation Inspector. Once the excavations have been barricaded this information will be submitted to the CHSO for continuous monitoring. Continuous monitoring of all barricading around excavations will be the responsibility of the Excavations Inspector CM, CHSO and CTSO.

#### **C9.11 Inclement Weather**

High levels of humidity and temperatures during the summer months may be experienced. Workers are at greater risk of heat exhaustion where the discomfort index rises above 100. A weather station has been allowed for to monitor temperature and humidity specifically. Should the discomfort index rise above 105, work may be partially or totally stopped.

During winter in areas known for cold weather, notice must be taken of the wind-chill factor. Workers must be supplied with adequate protective clothing and shelters provided as necessary.

Flooding may occur during the rainy season. High winds may be experienced and to limit dust or danger when working at heights, a wind speed should be set at which work may be stopped or the workers in an affected area moved.

The emergency plan is to include how these and other weather extremes identified are to be managed. The general aspects as detailed in the Environmental Regulations will be applied.

All decisions regarding work stoppage will be decided between the PC, the CHSO and the Engineer.

#### **C9.12 Internal Auditing**

The PC will ensure that all their Contractors are internally audited by the CHSO at least monthly prior to the CHSA monthly audit by the CHSO and these audit reports are to be available for perusal by the CHSA during the audit.

The PC audits may be done more frequently where short term contracts are in place, or deemed high risk. Audit results will be acted upon and non-conformances and penalties issued. The Client, Engineer or CHSA may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site. Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant.

**C9.13 Communication on Site**

All communication on site will be done through the Engineer to the PC and be in writing, including the issue and responses to non-conformances and H&S audit results.

**C9.14 Care of Workers on Site (Welfare)**

Toilets for each sex where applicable, will be within reasonable distance of workers, or placed with each working team in safety, with reasonable privacy. Only bacterial or enzyme based products may be used in portable toilets; the use of products containing Formaldehyde is not allowed. The ratio of portable toilets on site will be a minimum of 1:30. Daily cleaning and increased removal of waste may be required if deemed necessary. Proof of safe disposal of waste will be required. Waste Removal Contractors or the PC are to ensure the appropriate H&S systems are available to limit exposure to sewage.

Hand washing facilities will be provided. The Environmental and Facilities Regulations will be adhered to at all times.

**C9.15 Discipline, Alcohol and Substance Abuse**

All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person is allowed to work or access site if under the influence of alcohol or other substances that could impact on their own or others safety. The PC is to have a drug and alcohol policy available to manage such instances.

**C9.16 Electrical Equipment**

In addition to the requirements of the Electrical Machinery Regulations and the General Machinery Regulations any electrical distribution board used for construction work shall be fitted with suitable earth leakage protection. Leads must be properly and firmly connected, they should be so placed as to avoid damage especially if they cross portions of the site. Plugs and sockets shall be in good and safe condition.

All electrical apparatus, other than electrical hand tools, shall have a physical "lock out" system which will prevent any operation other than that authorized by a supervisor. A "lock out" sign shall be displayed when the apparatus is not in use.

TMS and Safe Work Procedures will be required for all work involving electrical apparatus.

The relevant certificate of compliance (COC) must be issued for the site camp and any other establishment with regards to the project.

**C9.17 Traffic Accommodation**

Traffic accommodation is covered under section 1500 of the COLTO specifications which form part of this contract and as amended by the requirements listed in the Amendments to the Standard Specification.

Traffic accommodation drawings will be according to SARTSM Chapter 13 Volume 2, and any changes suggested or required are to be discussed with the Engineer.

Speed controls must be clearly stipulated and managed.

Speed limits must be strictly adhered to by all construction traffic. Unreasonable limits may be revised by the Engineer and/or CHSA. Additional care must be taken where workers and construction traffic interface. This should be in the form of trained competent flag persons to direct vehicular traffic and adequate signage as directed by the Engineer.

**C9.18 Transportation of Workers to and on Site**

Transportation of workers shall comply with the relevant legislative requirements. Vehicles used to transport workers to, from, or on site, shall have secure seats with seat belts and be covered. No equipment or materials shall be transported in the same vehicle at the same time as workers.

The CTO's and their teams are to have vehicles which are designed to safely transport employees as well as equipment at the same time. Preferably crew cab type vehicles.

Tenderers must indicate in their OHS Plans what type of transport is envisaged for the general employees and how this will be managed.

**C10 HEALTH AND SAFETY FILE CLOSEOUT AT THE END OF THE PROJECT**

The H&S File shall be closed out following the hand-over of the project.

For closeout requirements refer to “**Annexure D**” in these specifications.

**C11 NON-CONFORMANCES**

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

<b>Minor Penalty: R500.00 / count</b>	<b>Medium Penalty: R1000.00 / count and a non-conformance</b>	<b>Severe Penalty: R5000.00 / count, a non-conformance and / or activity stoppage</b>
Non-use of PPE supplied	Toilets not supplied or regularly serviced Lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate H&S TMS	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Fall protection harness not tied off / not worn
	No certificates of fitness for workers as required	Any breach of legal requirements
	Working without approved TMS	

**C11.1 Failure to Comply with Provisions**

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer or the Client's H&S Agent, shall be sufficient cause for the engineer to apply penalties as follows:

- C11.1.1 A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the PSHSS.
- C11.1.2 In addition a time-related penalty of R500.00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the ER or Engineer. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

**FAILURE TO COMPLY WITH ANY OF THE ABOVE AS WELL AS ANY OTHER LEGAL REQUIREMENT WILL BE CONSIDERED A SERIOUS OFFENCE.**

**C12 MEASUREMENT AND PAYMENT**

Payment items to cover the Principal Contractor's cost related to Occupational Health and Safety Compliance are included in the bill of quantities. These items are described under SCHEDULE A – GENERAL in SECTION C: OCCUPATIONAL HEALTH AND SAFETY in SECTION C : OCCUPATIONAL HEALTH AND SAFETY.

<b>Item</b>	<b>Unit</b>
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**C10.01 Preparation of Principal Contractor's site specific Health and Safety Plan ..... lump sum**

The lump sum tendered shall include full compensation for the Principal Contractor to prepare and submit, for approval by the Employer's Health and Safety Agent, a site specific health and safety plan as detailed in these specifications.

Payment of the once-off tendered lump sum shall be made only once the Employer's Agent has issued the instruction to commence the works.

<b>Item</b>	<b>Unit</b>
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**C10.02 Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations..... lump sum**

The lump sum tendered shall include full compensation for the Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations as detailed in these specifications.

Payment of the once-off tendered lump sum shall be made only once the Employer's Health and Safety Agent has verified that the Principal Contractor has fulfilled the required initial obligations.

<b>Item</b>	<b>Unit</b>
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**C10.03 Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations..... month**

The tendered rate per month represents full compensation for that part of the Principal Contractor's obligations in respect of the Occupational Health and Safety Act and Construction Regulations which are mainly a function of construction time.

The tendered rate will be paid monthly, pro-rata for parts of a month, from the date on which the Employer's Agent issue the instruction to commence the works to the date on which the Employer's Agent issue the Certificate of Completion in terms of the contract.

Payment shall be made when the Employer's Health and Safety Agent has verified the Principal Contractor's compliance as part of his monthly audit report.

<b>Item</b>	<b>Unit</b>
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**C10.04 Provision of personal protective equipment (PPE):**

(a to ....) As per Bill of Quantities ..... number (No)

The unit of measurement shall be the number of each type of PPE, specified in the bill of quantities, issued to local labours employed by the Principal Contractor in terms of the contract.

The tendered rate shall include full compensation for the procurement, delivery, storage, issuing and maintenance (replacement PPE) of all PPE required by local labours of the Principal Contractor. Payment shall be based on first time issuing of PPE, specified in the bill of quantities, to local labours employed by the Principal Contractor in terms of the contract. The issue register for PPE as kept by the Construction Health and Safety Officer shall be used to verify quantities of PPE claimed under this item.

General:

Only first PPE items, specified in the bill of quantities, issued to local labours employed by the Principal Contractor shall be paid for under this pay item. Replacement PPE issued to local labours shall not be paid for under this pay item and the cost thereof shall be deemed to be included in the rate of each type of PPE as specified in the bill of quantities. Any other PPE, not specified in the bill of quantities, issued to local labours such as standard overalls and standard workshop safety equipment shall be at the Principal Contractor's own cost.

The cost of required PPE for the Principal Contractor's site staff, operators and skilled labours shall be at the Principal Contractor own cost.

<b>Item</b>	<b>Unit</b>
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**C10.05 Provision of full time Construction Health and Safety Officer:**

- (a) To manage the Principal Contractor's H&S obligations on site (No. required) ..... month
- (b) To manage the appointed SMME's H&S obligations on site (No. required) ..... month

The tendered rate per month represents full compensation for providing full time Construction Health and Safety Officer(s) in terms of these specifications; to manage the Principal Contractor's H&S obligations on site for subitem C10.05(a) and to manage the appointed SMME's H&S obligations on site for subitem C10.05(b).

The tendered rate shall include full compensation for employment of full time Construction Health and Safety Officer(s) in terms of these specifications, overheads, provision of transport and all other equipment and resources necessary to carry out their duties effectively.

The tendered rate will be paid monthly, pro-rata for parts of a month for:

Subitem C10.05(a), from the date on which the Employer's Agent issue the instruction to commence the works to the date on which the Employer's Agent issue the Certificate of Completion in terms of the contract

Subitem C10.05(b), from the date on which the first SMME is appointed by the Principal Contractor to the completion of the last SMME works.

<b>Item</b>	<b>Unit</b>
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**C10.06 Costs of medical certificates and medical surveillance:**

- (a) Initial (baseline) medical, including audiometric and lung function testing .....Number (No)
- (b) Annual or Periodic examinations.....Number (No)
- (c) Exist examinations .....Number (No)

The unit of measurement shall be the number of medical testing and surveillance of local labours employed by the Principal Contractor in terms of the contract.

The tendered rates shall include full compensation for the obtaining of baseline, periodic (at least annually) and exit medical certification and conducting medical surveillance for all workers and especially operators of construction vehicles and mobile plant as contemplated in CR 23; Workers at Heights CR16 and workers exposed to hazardous chemicals including bituminous fumes under Regulation 7 of the HCSR; for temporary workers and workers exposed to noises at or above the limits given in the Noise-Induced Hearing Loss Regulations, as stipulated above.

Chest X-rays will be required in the case of local labours who may be exposed to high concentrations of dust (silica) working in the quarry and/or borrow pits

Medicals and medical surveillance of the Principal Contractor's site staff, operators and skilled labours shall be at the Principal Contractor's own cost.

<b>Item</b>	<b>Unit</b>
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**C10.07 Environmental monitoring:**

- |   |             |
|---|-------------|
| (a) Air quality monitoring.....   | Number (No) |
| (b) Compliance with Amendment of the Occupational Exposure Control Limit for Silica in Table 1 of the Hazardous Chemical Substances Regulations (February 2010) ..... | Number (No) |
| (c) Air sampling in situ .....  | Number (No) |
| (d) Analysing sample .....  | Number (No) |
| (e) Tests on workers .....  | Number (No) |

The unit of measurement shall be the number environmental monitoring, sampling and testing required in terms of the contract.

The tendered rate shall include full compensation for testing and monitoring the environment in respect of general health hazards including the presence of hazardous chemicals, as required by the Construction Regulations and the Mine Health and Safety Act. Furthermore the costs shall include for all air monitoring, air sample testing and tests on workers for silica exposure as required by the above amendment. It should be noted that these items must be under the control of an authorised inspection authority which would normally be a registered H&S Hygienist or Occupational Health Practitioner familiar with the Hazardous Chemical Regulations and include for all necessary costs in this regard including travelling to and from site and all required reporting.

<b>Item</b>	<b>Unit</b>
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**C10.08 Establishment of noise zones.....Number (No)**

The unit of measurement shall be the number of noise zones established on site in terms of Regulation 9, of the Noise-Induced Hearing Loss Regulations.

The tendered rate shall include full compensation for establishment of noise zones on site, including any workshops, in terms of Regulation 9, of the Noise-Induced Hearing Loss Regulations.

All equipment established on site by the Principal Contractor are required to have noise zones established before coming onto site and therefor any noise level testing for establishment of noise zones are at the Principal Contractor's own cost.

Where a zone has previously been established for a particular item of equipment within the last two years, the test need not be repeated but must be kept valid for the duration of the contract.

<b>Item</b>	<b>Unit</b>
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**C10.09 Payment for Health and Safety Representatives at meetings ..... hour (hr)**

The unit of measurement shall be the number of hours appointed Health and Safety Representatives attend monthly meetings.

The tendered rate shall include full compensation for the loss of productive time while attending monthly meetings as specified in these specifications.

Payment shall be based on attendance registers of monthly meetings submitted to the Employer's Health and Safety Agent for verification.

<b>Item</b>	<b>Unit</b>
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<b>C10.10 Provision of First Aid Boxes .....</b>	<b>Number (No)</b>
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The unit of measurement shall be the number of first aid boxes provided by the Principal Contractor on site.

The tendered rate shall include full compensation for the provision and maintenance of first aid boxes in terms of these specifications.

<b>Item</b>	<b>Unit</b>
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<b>C10.11 Transportation of workers.....</b>	<b>month</b>
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The tendered rate per month represents full compensation for the safe transportation of workers in terms of these specifications.

The tendered rate will be paid monthly, pro-rata for parts of a month, from the date on which the Employer's Agent issue the instruction to commence the works to the date on which the Employer's Agent issue the Certificate of Completion in terms of the contract.

<b>Item</b>	<b>Unit</b>
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<b>C10.12 Submission of the Occupational Health and Safety File.....</b>	<b>lump sum</b>
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The lump sum tendered shall include full compensation for the Principal Contractor's to fulfil all his close-out obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged in these specifications to the Employer's satisfaction.

The Principal Contractor's Health and Safety File must be submitted to the Employer's Health and Safety Agent prior to the Employer's Agent issuing the Certificate of Completion in terms of the contract.

<b>Item</b>	<b>Unit</b>
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<b>C10.13 Construction Work Permit Board .....</b>	<b>lump sum</b>
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The lump sum tendered amount shall include compensation for the Principal Contractors obligation to prominently display the permit number at the site entrance, in respect of the Construction Regulations.

<b>Item</b>	<b>Unit</b>
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<b>C10.14 Compliance with COVID-19 Guidelines and Regulations for the duration of the contract</b>	<b>lump sum</b>
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The lump sum tendered amount shall include compensation for the Principal Contractors obligation in respect of the compliance with COVID-19 Guidelines and Regulations for the duration of the contract.

Payment shall be made when the Employer's Health and Safety Agent has verified the Principal Contractor's compliance as part of his monthly audit report.

**ANNEXURE A CONTENTS AND NUMBERING FOR THE H&S PLAN**

1. Index of the H&S Plan
2. Letter of Good Standing from Workman's Compensation Commissioner or with a licensed compensation insurer as contemplated in COIDA
3. Appointment letter from the Employer
4. Signed Section 37(2) Agreement between the Employer and the Principal Contractor
5. Occupational Health & Safety Policy
6. Quality Policy
7. Environmental Policy
8. Waste Management Policy
9. HIV AIDS Policy
10. Alcohol / Drug Policy
11. PPE / PPC Policy
12. Health & Safety BoQ
13. Employers Site Specific Safety Specification
14. Project Specific Baseline Hazard Identification and Risk Assessment
15. Site Specific Risk Assessment
16. Technical Method Statements, Safe Operating Procedures and Safe Work Procedures for the first three (3) months planned project works
17. Site Specific Organogram
18. Signed Appointment Letters and CV's for the following Site Personnel
 

18.1	Responsible Person	16.2
18.2	Construction Manager	CR8.1
18.3	Assistant Construction Manager	CR8.2
18.4	Construction Health and Safety Officer	CR8.5
18.5	Construction Supervisor	CR8.7
18.6	Risk Assessor	CR9
18.7	Construction Traffic Safety Officer	S 8(2)(d)
18.8	Incident Investigator	GAR9
18.9	First Aider	GSR3.4
19. A Site Plan indicating the following;
  - 19.1 Positions of emergency assembly points and equipment at the site camp, or each fixed working area
  - 19.2 Traffic routes for plant and pedestrians as well as parking areas
  - 19.3 Storage areas (flammable stores, materials etc.)
  - 19.4 Location of facilities
  - 19.5 Electrical installations
20. First Aid, Accident, Incident and Emergency management procedure
21. Safety and Access Signage management procedure
22. Traffic Safety management procedure
23. Waste management procedure
24. Hazardous chemical substances management procedure
25. Construction plant and machinery management procedure
26. Public Health and Safety management procedure
27. Employee facilities management procedure
28. PPE management procedure
29. Occupational medical examinations procedure
30. Safety inspections and Inspection register management
31. Internal Audit management procedure
32. Contractor management procedure



**ANNEXURE B CONTENTS AND NUMBERING SYSTEM FOR THE H&S FILE**

Approved H&S Plan (as submitted at Pre-Construction Stage for approval by the Employer)

All Construction/TMS and SWP are to be generated by senior site personnel, and the appropriate Risk Assessments developed therefrom in conjunction with the CHSO.

The TMS and SWP are to be signed by the CM, CHSO and EAR on site

The construction team is to ensure that the CHSO is kept up to date with all planned activities, to ensure all H&S requirements are met.

1. Index of the H&S File
2. Updated COIDA Letter of Good Standing
3. Updated organizational organogram and signed Letters of Appointment
4. Registrations, qualifications and other proof of competency
5. Training and Competency Matrix
6. Medical Certificates of Fitness
7. Risk monitoring and review records
8. Procedures
  - 8.1 Training and OHS competency
  - 8.2 General record keeping
  - 8.3 Issue based risk, risk review and risk monitoring management procedure
  - 8.4 Night work
  - 8.5 Excavation management (include hard rock)
  - 8.6 Temporary work management
  - 8.7 Fall protection plan
  - 8.8 Demolition management
  - 8.9 Electrical management
  - 8.10 Delivery, offloading, stacking, storage and housekeeping
  - 8.11 Concrete and batching management
  - 8.12 Hired plant and machinery management
  - 8.13 Lifting and rigging management
  - 8.14 Water environments
9. Registers
  - 9.1 Issue based Risk Assessments
  - 9.2 Inspection Registers
  - 9.3 DSTI records
  - 9.4 MS & SWP training records
  - 9.5 Induction training programme & records
  - 9.6 Visitor Induction records
  - 9.7 Inspection & Maintenance records
  - 9.8 PPE Issue and Condition check
  - 9.9 Incident registers & Investigation reports
10. COIDA accident and incident management
11. Waste manifests
12. Safety Data Sheets
13. Internal audits
14. Letters of Approval Contractors H&S plan
15. Letters of Appointment of Contractors
16. Audits by Employers Agent
17. Corrective/Preventive action plans for clients audits
18. Contractors audits
19. Certified documents and Permits (CoC – PV Test – Lifting Equipment Certificates – Haz.Substance Permits)
20. Archived Documents

**ANNEXURE C CONSTRUCTION APPOINTMENTS**

<b>No</b>	<b>Designation</b>	<b>Legal Reference</b>
1	Principal Contractor	CR 5.1(k)
2	Contractor	CR 7.1(c)(v)
3	Construction Manager	CR 8.1
4	Assistant Construction Manager	CR 8.2
5	Construction Health and Safety Officer	CR 8.5
6	Construction Supervisor	CR 8.7
7	Assistant Construction Supervisor	CR 8.8
8	Risk Assessor	CR 9.1
9	Fall Protection Plan Developer	CR 10.1(a)
10	Fall Protection Plan Supervisor	CR 10
11	Temporary Works Designer	CR 12.1
12	Temporary Works Supervisor	CR 12.2
13	Excavation Supervisor	CR 13
14	Blaster	CR 13.2(k)
15	Demolition Supervisor	CR 14
16	Explosive Method Plan Designer	CR 14.11
17	Scaffold Supervisor	CR 16.1
18	Suspended Platform Supervisor	CR 17.1
19	Rope Access Work Supervisor	CR 18.1(a)
20	Material Hoist Inspector	CR 19.6
21	Material Hoist Inspector	CR 19.7(a)
22	Bulk Mixing Plant Supervisor	CR 20.1
23	Bulk Mixing Plant Operator	CR 20.2
24	Explosive Actuated Fastening Device Controller	CR 21.2(g)(i)
25	Construction Vehicle and Mobile Plant Inspector/Operator	CR 23.1(d)(k)
26	Electrical Installation Controller	CR 24(c)
27	Electrical Installation Inspector	CR 24(d)
28	Housekeeping Supervisor	CR 27
29	Stacking and Storage Supervisor	CR 28
30	Fire Extinguisher Inspector	CR 29(h) & PER 19
31	Assigned Responsibilities	OHSA S 16.2
32	Scaffold Inspector	SANS 10085-1:2003 Item 16.1(c)
33	Scaffold Erector	SANS 10085-1:2003 Item 16.1(a)
34	Traffic Control Planner	OHSA S 8.2(d)
35	Traffic Control Supervisor	OHSA S 8.2(i)
36	Emergency / Fire Co-ordinator	OHSA S 8
37	Incident Investigator	GAR 9
38	First Aider	GSR 3
39	Ladder Inspector	GSR 13A
40	Lifting Machine Operator	DMR 18
41	Portable Electrical Equipment Inspector	EMR 9
42	Radiation Protection Officer	National Nuclear Regulatory Act 1999
<b>Additional appointment could be added as and when required</b>		

## ANNEXURE D CLOSE OUT REQUIREMENTS

CONSOLIDATED HEALTH & SAFETY FILE			
Construction Regulations - February 2014 7(1b,e & f)			
1	<b>DEFINITION: CONSOLIDATED HEALTH AND SAFETY FILE</b>		
	A file or other means containing record in permanent form, of the information required as contemplated in the Construction Regulations of February 2014: Regulation 7(1b, e & f)		
	<p>The H&amp;S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project.</p> <p>The following list is an example of what should be included, but is not exhaustive.</p> <p>The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project.</p> <p>Daily or monthly plant inspection records are not required unless they are related to an accident.</p> <p>All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders.</p> <p>Layout should be logical and in the same order as in the site files.</p>		
<b>REQUIRED DOCUMENTATION</b>			
2	The Principle Contractor submits a formal letter to the project appointed Agent, consolidating and Confirming the H & S history of the project.		<b>INCLUDED</b>
	The following summary of information is required in the letter, but not limited to:		YES NO
a	Client H&S Specification		
b	Principal Contractor's OHS Plan(s)		
c	Organograms		
d	Legal Appointments		
e	Notification to Department of Labour of commencement of work		
f	Letters of Good Standing for the Project		
g	Full files for all Contractors as well as their close out reports		
i	List of Contractors		
ii	Letters of Approval of Contractors		
iii	Mandatory Agreements		
iv	Letters of Good Standing		
v	Appointments		
h	Incident Records		
	Non- Conformance records		
	Agent's Audits		
	TMS		
	Risk Assessments		
	Safe Work Procedures		
	Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended.		
	All drawings for temporary structures (suspended beams/scaffolds etc)		
	Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)		
<b>Please Note:</b>			
3	The Client's appointed OHS Agent will verify the submission of the Principal Contractor in writing before handing the above documentation to the Client		
4	The Client / Agent need to evaluate the SHE performance of the Principal Contractor i.e. Compliance, Performance, Quality and refer same in their cover letter which will be added to the Principal Contractor's portfolio of evidence.		
5	<b>Defect and Liability Period</b>		
	<p>The H&amp;S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&amp;S file by the OH&amp;S Agent prior to any work commencing.</p> <p>A copy of the as-built Drawings is to be placed on file by the Designers once complete.</p>		

**ANNEXURE E SPECIFIED HAZARDOUS CHEMICAL SUBSTANCES**

<b>PRODUCT</b>	<b>POTENTIAL HEALTH OR OTHER RISKS</b>
CEM II grade 32,5N / Cement	Hand mixing may occur, will be used for structures, stabilizing. 50kg bags delivered on pallets, ergonomic risk from handling, dust exposure, chromates. Eye, skin and respiratory irritant
Shutter Oil	Usually hand application prior to placing formwork in position. Volatiles present. Skin and respiratory irritant.
Penetration grade bitumen 70/100	Vapours, overexposure to fumes- loss of consciousness, respiratory problems.
Polymer modified bitumen-Class S-E1 (Hot applied)	Avoid skin contact with hot emulsions, Burns
Polymer modified emulsion (cold Applied)	Principal Contractor to ensure use of SDSs and appropriate protection measures
Petroleum based pre-coating fluid	Danger of cutaneous absorption, irritation to the skin
Polymer modified binder conforming to class A-E2	Principal Contractor to ensure use of SDSs and appropriate protection measures
Asphalt	Inhalation will cause headaches, nausea, respiratory, eye and skin irritation. Carcinogen. Burns from hot mix. Hydrogen Sulphide and carbon monoxide emitted as by-product. Breaking or cutting will release silica (crystalline)
Retro-reflective Road paint	High levels of volatiles, Products have narcotic effect. Carcinogen
Lime	Dust, eye and respiratory irritation
Petrol/Diesel/Lubricants	Storage tanks/ bowsters on site. Fire, spillage, fumes
Superphosphate Fertilizers	Eye, respiratory and skin irritant
Limestone Ammonium Nitrate Fertilizer (LAN)	Prolonged skin or eye contact could cause irritation. Explosive and will release toxic fumes if heated
Formula 2:3:2 Fertilizer	Prolonged skin or eye contact could cause irritation. Explosive and will release toxic fumes if heated.
Creosote (pre-treated poles)	Eye and skin irritation and minor burns, carcinogen
Herbicides and Ant Poison	Type not specified, but will be used. Principal Contractor to ensure use of SDSs and appropriate protection measures
Epoxies and Epoxy Resins	Type not specified, but will be used. Principal Contractor to ensure use of SDSs and appropriate protection measures
Coatings	Type not specified, but will be used. Principal Contractor to ensure use of SDSs and appropriate protection measures
Grouts	Will be determined by the Principal Contractor; various grouts will be required, cementitious or other, may contain silica (crystalline - quartz), hexavalent chromium, respiratory, skin and eye irritant

**ANNEXURE F REQUEST TO CONDUCT BLASTING ACTIVITIES**

PART 1 REQUEST TO CONDUCT BLASTING ACTIVITIES						
Request Date:						
Blast Date:						
Blast Time:						
Blasting Company:						
Project:						
Project Number:						
Blast Number:						
Request Submitted By:						
Blast Details						
Blaster Name:						
Location GPS:						
Chainage No:						
Average Hole Depth:						
Number of Holes:						
Type of Explosives:						
Estimated Quantities of Explosives to be Used:						
Estimated Rock Volume:						
Blasting Company's Documentation						
Blasting Certificate of Registration:						
Letter of Good Standing:						
Explosives Permit:	No:		Expiry Date:			
Explosives Transport Permit:	No:		Expiry Date:			
Risk Assessment:						
Legal Appointments:						
Competency Certificates:						
Hazards						
Distance to Nearest Structures and Services in meters:						
Vibration Recorder to be Placed at:						
Photographic Evidence of Nearby Structures:						
Copies Attached:						
Other Comments:						
Notices Distributed to:	Contractor	Client	Engineer	Safety Agent	Community	Media
Accepted by Principal Contractor:	Date		Name		Signature	
Construction Manager:						
Construction Safety Officer:						
Accepted by Client Representatives:	Date		Name		Signature	
Engineer:						
Construction Safety Agent:	Date		Name		Signature	
Refused by Client Representatives:						
Engineer:						
Construction Safety Agent:						

Reason for Refusal:			
<b>PART 2 POST BLAST REPORT</b>			
Blast Date:			
Blast Time:			
Blasting Company:			
Project:			
Project Number:			
Blast Number:			
Report Submitted By:			
Blast Details			
Blaster Name:			
Location GPS:			
Chainage No:			
Post Blast Report			
Average Vibration:			
Damage to Structures, Vehicles and / or Services:			
Photographic Evidence of Damages:			
Injuries to People / Animals			
Other Comments:			
	Date	Name	Signature
Received by Principal Contractor:			
Construction Manager			
Construction Safety Officer			
Received by Client Representatives:			
Engineer:			
Construction Safety Agent			

**ANNEXURE G CONSTRUCTION HEALTH AND SAFETY OFFICER MONTHLY REPORT****MONTH ENDING:****YEAR:**

Manpower Returns		Current Month	Project to Date
Total Number Principal Contractors employees			
Total Number Contractor employees			
Total Number of Contractors			
No. Shifts/Days Worked (incl. Weekend & Public Holidays)			
Man Hours Worked			
Total for Principal Contractor			
Total for Contractor/s			
Total All Man-Hours For Current Month	Total All Man-Hours Worked	LTI Free Hours (From Last Incident)	Target LTI Free Hours

List of Contractors	No. of Employees	No. of Vehicles

Incident Report	Current Month	Project to Date	Investigation Status
No. of First Aid Cases			
No. of Medical Cases			
No. of Lost Time Injury (LTI) excluding Fatalities			
No. of Occupational Disease Cases			
No. of Fatalities			
No. of Reportable Incidents			
No. of Environmental Incidents			
No. of Property Damage			
No. of Near Misses			
No. of Vehicle related Accidents			
Disabling Injury Frequency Rate	Current Month	Project to Date	
(LT Injuries x 200 000) / man hours			

**Incident Details**

Incident No.	Brief Details (incl. Nature of Injury, e.g. Laceration on Right Hand)	Status of Injured Employee/s	Incident Type (e.g. Fall to Below, Struck By)
Incident Analysis and Trends and Action Plans			
(Including new or revised risk assessments)			
Corrective Actions Implemented	Actioned By	Date Completed	

OHS Training	Current Month	Year to Date
Induction		
Safety Representative		
First Aid		
Fire Fighting		
Scaffold Erection and Inspection		
Vehicle (stipulate)		
Safety Harness		
Other		
Other		

Site Audits & Inspections			
Management			
Client			
External			
Additional Comments / Remarks (e.g. site issues or concerns)			
<u><b>Awards or Achievements:</b></u>			
Submitted By			
Name	Designation	Signature	Date



## ANNEXURE H NON CONFORMANCE CLOSEOUT REPORT

NON CONFORMANCE REPORT				
HEALTH AND SAFETY SITE AUDIT				
Project				
Client				
Principal Agent				
Principal Contractor				
CHSA				
OHS Audit No		Date of Audit		
Non-Conformance No		Non-Conformances to Date		
ASPECTS NOTES IN OHS AUDIT	COMMENTS BY THE AUDITOR	PENALTY	CLOSE-OUT DATE	
		500,00		
		500,00		
		500,00		
		500,00		
		500,00		
		500,00		
Penalty's to Date	5 000,00	TOTAL	3 000,00	
PHOTOGRAPHIC EVIDENCE				
1		2		
3		4		
5		6		
Engineer's Representative (RE)		Principal Contractors - CM (8.1)		
Date		Date		
Principal Contractors CHSO (8.5)		Client / CHSA		
Date		Date		

NON-CONFORMANCE CLOSE-OUT REPORT			
Project			
Client			
Principal Agent			
Principal Contractor			
CHSA			
OHS Audit No		Date of Audit	
Non-Conformance No		Non-Conformances to Date	
COMMENTS ON WHAT WAS DONE (ATTACH PROOF IF AVAILABLE)		DATE COMPLETED	VERIFIED BY CLIENT / AGENT
PHOTOGRAPHIC EVIDENCE			
1		2	
3		4	
5		6	
Engineer's Representative (RE)		Principal Contractors - CM (8.1)	
Date		Date	
Principal Contractors CHSO (8.5)		Client / CHSA	
Date		Date	

ANNEXURE I    EXAMPLE OF MEDICAL CERTIFICATE OF FITNESS

<div>ANNEXURE 3</div> <div>OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993    CONSTRUCTION REGULATIONS, 2014</div> <div>Medical Certificate of Fitness</div>			
Name of Employee:	ID Number:	Co. Number:	
	<div>*Possible Exposures e.g. Noise, Heat, Fall Risk, Confined Space, etc.</div>	<div>*Job Specific Requirements e.g. Operating Mobile Crane, Digging Trenches, Erecting Formwork &amp; Support Work, etc.</div>	<div>*Protective Equipment e.g. Dust Respirator, (Light Duty), Welding Gloves, etc.</div>
<div>*Occupation  e.g. General Worker, Welder, Bricklayer, Steel Fixer, Mobile Crane Operator, etc.</div>			
<div>* The Employer to complete the information in the spaces marked with an * before sending the Employee for a medical examination</div>			
<div>Declaration by the Medical Examiner:</div> <div>I certify that I have, by examination and testing, using the above criteria specified by the employer, satisfied myself that the above mentioned employee is fit to perform the duties as described by the employer in the matrix above.</div> <div>Occupational Medicine Practitioner / Occupational Health Nursing Practitioner: (Please Print Name: _____)</div> <div>Signature: _____      Practice Number: _____      Date: _____</div> <div>Address: _____</div>			

**ANNEXURE J DESIGN HAZARD IDENTIFICATION AND RISK ASSESSMENT**

<b>DESIGN HAZARD IDENTIFICATION AND RISK ASSESSMENT</b>			
<b>Risk Rating Multiplier: Low = 1; Medium = 2; High = 3</b>			
<b>Baseline Raw Design Risk - Typical behaviour given the design / factors present</b>			
<b>Residual Risk - The extra factors noted that must be in place to reduce the risk</b>			
<b>Low Risk - Does not mean that the activity is safe, or that potential injuries and / or fatalities are eliminated</b>			
<b>Key Risks will be assessed and reported on in the Site Specific H&amp;S Specification</b>			
<b>New tasks require re-assessment as the project progresses</b>			
<b>GAR</b>	General Administration Regulations	<b>GMR</b>	General Machinery Regulations
<b>GSR</b>	General Safety Regulations	<b>OHS Act</b>	Occupational Health and Safety Act
<b>SANS</b>	South African National Standards	<b>SWP</b>	Safe Work Procedures
<b>SABS</b>	South African Bureau of Standards	<b>MS</b>	Technical Method Statement
<b>NIHL</b>	Noise Induced Hearing Loss	<b>HCS</b>	Hazardous Chemical Substances
		<b>PrDP</b>	Professional Driving Permit

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				Exposure measures to manage risk
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
SERIES 1000 - GENERAL REQUIREMENTS AND PROVISIONS								
1202	Services- Eskom, Telkom lines, underground water, and sewage. Telkom and Eskom will remove own services where required.	Yes	PC will expose and protect services.	2	2	2	8	Competence and adequate training
1202		Yes	May be illegal connections	2	2	2	8	Removal of pipe to the Asbestos Regulations
1202		Yes	Asbestos pipes	2	2	2	8	All excavations longer than 1m to be de-netting at least 1m of the edge and SWP for the excavation services approved prior to activity
1219	Water	Yes	All water will be treated as contaminated and maybe unfit for human consumption	3	2	2	12	Treatment of water contaminated be required testing regularly water must be brought to be brought to other sources

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				Ex measu to m
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
1219		Yes	Potable water is available in the towns and rural water schemes are available for use. Alternate water sources/supplies will have to be approved by DWA	3	2	2	12	
1302	Construction plant workshops and camps to be established and maintained by the contractor for the duration of the contract	Yes	A number of camps may be established and maintained for various activities to construct what is required to undertake the works	2	3	3	18	The PC to subm tender I TMS, ri and sup docume ensure are mar
1402	Offices and Laboratories	Yes	Offices required for staff and a Laboratory for onsite testing	2	3	3	18	All build SANS r and acc specific tender r
1403	Housing	Yes	Housing for the engineers employees who operate the laboratory	2	3	3	18	All build SANS r and acc specific tender c
1404	Electricity, Telkom, Water, Sewerage, Gas and Sanitation	Yes	Depends on the site chosen by the PC. May be septic tanks and or French drainage system. Temporary chemical toilets for use by workers Local or imported water supply, ESKOM, Telkom and gas supply River water is to be treated as contaminated, and workers may well be exposed when working around bridges and culverts	2	3	2	12	The EC require sanitary on site. require his pre- the TMS assess support docume ensure activitie manage ensure servicin toilets in months chemical more ra Formal in the p

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				Ex measu to m
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
1502(a)	Traffic Safety	Yes	The whole site will require traffic accommodation All deviations and Stop/Go controls to be conspicuously sign posted There will be public and construction traffic on the road during construction	3	3	3	27	Constru to be pr accomr with SA Vol. 2. assess manag Dedicat Officer employ these re
1502(b)(f)	Temporary deviations	Yes	All deviations and Stop/Go controls to be conspicuously sign posted There will be public and construction traffic on the road during construction	3	3	3	27	Constru to be pr accomr with SA Vol. 2. assess manag Dedicat Officer employ these re
1502(e)(h)	Are there specific concerns regarding public access?	Yes	All deviations and Stop/Go controls to be conspicuously sign posted There will be public and construction traffic on the road during construction	3	3	3	27	Constru to be pr accomr with SA Vol. 2. assess manag Dedicat Officer employ these re
1502(i)	Traffic Safety Officer (TSO) will be appointed?	Yes	All deviations and Stop/Go controls to be conspicuously sign posted There will be public and construction traffic on the road during construction	3	3	3	27	Adequa TSO's t TSO sh Officer

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				Ex measu to m
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
1503(a)	Construction will be under traffic?	Yes	Construction in half widths and single lane closures will be used for the project (24 hr) Stop/Go required	3	3	3	27	Traffic s maintai closure drawing provide accomm with SA Vol 2. S control exceed hours
1503(b)	Erection of signage	Yes	Digging of holes and mounting of signs on poles, planting of poles, use of lifting equipment	3	3	3	27	PPE, M Stateme Lifting e certific and oth of the C
1511	Dust from vehicles on the road	Yes	Dust suppression to be carried out in built areas and where employees are working and to improve driving visibility	3	3	3	27	Water t roads a required
1700	Clearing and Grubbing	Yes	All Material to be stock piled for further use. Conservation of top soil	3	3	3	27	Permiss enginee disposa TMS an approva
<b>SERIES 2000 - DRAINAGE</b>								
2100	Drains	Yes	Open earth drains, Banks and dykes and sub-soil drains	2	2	2	8	Trenche minimu Excava on a da compet TMS, R Assess
2200	Prefabricated culverts Concrete kerbing, concrete	Yes	Where insitu casting is not preferred	2	2	2	8	Prefabr are to b specific moving lifting e Method Risk As
2300	channelling, chutes and down pipes and concrete linings for open drains	Yes	Pre-cast kerbs, insitue concrete pavement construction in rural areas	2	2	2	8	Trenche minimu Excava on a da compet TMS, R Assess
<b>SERIES 3000 - EARTHWORKS AND PAVEMENT LAYERS OF GRAVEL OR CRUSH</b>								

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				Ex measu to m I
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
3100	Borrow Pits	Yes	Borrow pits will be spread to cover most of the site.	3	3	2	18	All borrow fenced authoris granted All oper compet specific Rehabil pits
3200	Stock piling	Yes	Stock piling will take place at the different sites along the route	3	3	2	18	Permiss enginee disposa TMS an approva fenced comply safety r
3300	Haulage of material in tipper trucks	Yes	Material will be hauled on the entire project from a commercial source and borrow pits	3	3	2	18	Dust ma suppres register operator SWP re
3400	Pavements	Yes	Excavation, compaction and placement of pavement	3	2	2	12	Alternat pedestr required paveme constru SWP re
3500	Stabilization	Yes	Use of chemicals to be in line with safety regulations and MSDS's	2	3	3	18	PPE, M stateme required
3600	Crushed stone base	Yes	Transportation and storage on site Hauled from commercial source and stock piles	3	2	2	12	TMS an
<b>SERIES 4000 - ASPHALT PAVEMENTS AND SEALS</b>								
4102 4300 4600	Single and double layer seals will be used with slurry will be used. Mixes may change during the project. Applications may be "hot" or "cold" mixes	Yes	SDS's, fire fighting and first aid equipment, bundled storage areas and correct disposal from site	3	3	3	27	First aid training medica SWP an
4103a,b,c,d 4303	Use of binders, water carts, rotary brooms, hand tools, spreaders, cutters, rollers and hand spraying	Yes	Operation may be conducted by Principal Contractor or Contractor	3	3	3	27	Noise L supervi inductio



COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				Ex measu to m
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
4302	Chips will be coated on site	Yes	Inhalation of fumes, exposure to dust	3	3	3	27	Limit ex Training medica and PP storage facilities
4400	Cationic spray emulsion bitumen will be used. Material will be used at different temperatures 0C to 220C	Yes	SDS's, Inhalation of fumes, burns	3	3	3	27	First aid training medica SWP an
<b>SERIES 5000 - ANCILLARY WORKS</b>								
5100	Stonework	Yes	Transportation of material to site. Manual labour. Vehicle traffic	3	3	3	27	TMS an PPE, D
5200	Gabions	Yes	Transportation of material to site. Manual labour. Vehicle traffic	3	3	3	27	TMS an PPE, D
5400	Guardrails	Yes	Working on roadway while open to the traffic. PPE required and traffic control Steep drop offs	3	3	3	27	TMS an Workers issued v gloves,
5600/5700	Road signs & markings	Yes	Manual labour on roadway while open to traffic Use of crane truck - Use of ladders	3	3	3	27	Compe should this task equipm inspect to be ap test of e required traffic c plans
5800	Landscaping	Yes	Use of chemicals and manual labour Poisons, Phosphates and Herbicides	3	3	3	27	TMS an SDS's, training
<b>SERIES 6000 - STRUCTURES</b>								
6100	Foundations	Yes	Transportation of material to site Excavations, Structures and culverts	3	3	3	27	TMS, S to be co
6113	Foundation Piling	Yes	Use of certified contractor for the piling works	3	3	3	27	TMS, S to be co
6200	Formwork	Yes	Manual construction of formwork Shutter oil Manual labour	2	3	2	12	All form inspect TMS, S and SD
6300	Steel reinforcement	Yes	Steel fixing	3	3	3	27	Training surveill working

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				Ex measu to m
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
6400	Concrete	Yes	Precast lintels, beams and culverts Batch plant and pouring	3	3	3	27	Mixing & Transpo conduct compliance and road operator compet specific
	Demolitions	Yes	Demolish existing concrete culverts and bridges	3	3	3	27	SWP an be subbr demolit Comple PPE, C of rubbl
6500	Pre-stressing	Yes	Pre-stressed beams and bridge beams	3	3	3	27	TMS, S Special
6600	Bearings and Joints	Yes	Bridges will have bearings and joints	3	3	3	27	TMS, S Special
<b>SERIES 7000 - SUNDRY STRUCTURES</b>								
7100	Concrete Pavements	Yes	Excavations, compacting and pouring of concrete	3	3	3	27	TMS, S Special
7200	Reinforced earth	Yes	Retainer walls and Gabions	3	3	3	27	To be t design. regular
7400	Earth retaining systems	Yes	Retainer walls and Gabions	3	3	3	27	To be t design. regular
F1200	Concrete extensions	Yes	Some bridges and culverts will be lengthened and widened	3	3	3	27	To be t design. regular
<b>OHS SPECIFICATIONS</b>								
OHS Specification	Drilling	Yes	Holes for blasting will take place as follows; Borrow Pits and Road, TMS	3	3	3	27	Use of blasting compar Risk As SANS C
OHS Specification	Weather	Yes	High as well as low temperatures as well as humidity will be encountered	3	3	3	27	Weathe monito conditio
	Labour	Yes	Local labour as well as SMME's will be used	3	3	3	27	Local la medica produce before of work
	Preparation of blast areas	Yes	Preparation as per TMS	3	3	3	27	Use of blasting compar Risk As SANS C

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				Ex measu to m I
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
	Blasting	Yes	Blasting on the road	3	3	3	27	Use of blasting compar Risk As Sans C and SW blasting ER and 48 hour planned
	All materials will be considered containing Silica	Yes	Risk Assessments, medical surveillance and chest x-rays for all workers and operators	3	3	3	27	PC is to compliance surveillance adequa
	Crane Work	Yes	Cranes could be used to position bridge beams and / or culverts	3	3	3	27	Certified TMS, co
OHS Specification	Transportation	Yes	Vehicles will be used on entire project	3	3	3	27	All oper valid lic (P.G.D. compet medica issued Occup Practiti have an lights, r hooters checks
	Hazardous Chemicals	Yes	HCS's will be used during the project Construction Vehicles	3	3	3	27	Medica for pers Medica issued Occup Practiti SWP an
	Transportation	Yes	All vehicles to be identified as	3	3	3	27	Amber licensed operator
	Lifting Equipment	Yes	Lifting equipment will be used on the project	3	3	3	27	All lifting to be on equipm accordi
	Fire Fighting Equipment	Yes	Fire fighting equipment will be used on site	2	3	2	12	All fire f equipm recorde accordi 1475

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				Ex measu to m I
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
OHS Specification	First Aid Equipment	Yes	First Aid equipment will be used on site	3	3	3	27	All first be reco checked OHS Ac area an emerge to be ta account resultin of opera taken in for the p aid equ
	River work will be required in the dry season	Yes	There may be a need to construct coffer dams or pump water from excavations	3	3	3	27	Work in emerge assess stateme work pr
	Hazardous Chemicals	Yes	<b>SEE ANNEXURE</b>	3	3	3	27	PPE, M Stateme Medica

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-25/26-0006

RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE  
HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS

<p><b>C3.5    SECTION E: EMPLOYMENT AND TRAINING OF LOCAL LABOUR SPECIFICATIONS</b></p>
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SECTION E: EMPLOYMENT OF LOCAL LABOUR AND TRAINING SPECIFICATIONS
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<a href="#">E10</a> <a href="#">MEASUREMENT AND PAYMENT</a> .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>

## E1 SCOPE

The specification sets out the requirements relating to the employment and training of local labour by involving the community through the established structures as well as the training requirements for these labourers.

## E2 DEFINITIONS

The definitions given in the conditions of contract, the Contract Data and the Works specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

**‘Key Personnel’** means all contract managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators and the like, and all other personnel in the permanent employ of the Contractor or Sub-contractor who possess special skills and/or who play key roles in the Contractor Sub-contractor’s operation.

**‘Labourer’** means a worker statutorily defined as employees in the Basic Conditions of Employment Act, 1997, who is temporarily or permanently employed by the Contractor or Sub-contractor to perform prescribed work on this Contract. ‘Labour’ means labourers or workers.

**‘Labour Register’** means the list of available Local Labourers compiled by the Project Liaison Officer (PLO) in co-operation with the Project Liaison Committee (PLC) in accordance with the results of their negotiations with the Contractor and the Local Community subsequent to the awarding of the Contract.

**‘Local Labourer’** means a worker who is normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications and who is available to be temporarily employed by the Contractor or Sub-contractor to perform prescribed tasks that form part of the Works.

**‘Targeted Labour’** means the Local Labourers, who are defined as the target group for the Contract as normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications. It is incumbent on individuals defined as Target Labour to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the target area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

**‘Worker’** for the purposes of this specification means any person, not being one of the Contractor’s key personnel, nor any key personnel of any Sub-contractor, who is engaged by the Contractor, a Sub-contractor or the Employer and paid on an hourly paid basis to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

**‘Workforce’** means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and Sub-contractor.

## E3 ENGAGEMENT OF LOCAL LABOUR

The temporary workforce shall, as far as practically possible, and with the exception of key personnel, be recruited/selected from the local communities living in the target area the project.

Prior to the award of the Contract, the Employer shall, at his own cost, take all necessary actions to advertise within the local communities of the fact that the Contract will provide temporary employment opportunities and preference will be given to the use of the Local Labour on this Contract. Labourers and workers of the local community required by the Contractor shall be recruited/chosen from a Labour Register and appointed for work to enable the Contractor to comply with the specific minimum target value set for the Local Labour Goal (LLG) for the Contract. Labourers and workers of the Local community who are engaged by other employers, other sub-Contractors in paid positions of employment shall not be eligible for inclusion on the Labour Register.

### E3.1 Employment of Local Labourers

Upon the award of the Contract the Contractor shall without delay consult with the Project Liaison Committee (PLC), the Employer’s Agent and the Employer, and appoint a Project Liaison Officer (PLO) from a shortlist provided by the PLC, if so instructed, who is mutually acceptable to all parties. The Project Liaison Officer

shall negotiate with the Contractor and the PLC and compile the required list of available Local Labourers called the Labour Register (Labour Desk).

The Contractor shall select and appoint temporary contract workers required for work included in the Contract from the available Local Labourers listed in the Labour Register with due observance of the skills required for the work in question.

### **E3.2 Selection of Local Labourers**

The Contractor shall advise the PLO and the PLC in writing of the various categories of Local Labourers required for construction and the number of Local Labourers required in each category, together with the personal attributes which he considers desirable that each category of Local Labourers shall possess, taking due cognisance of the provisions of the Contract relating to Training.

The Contractor shall make his selection of Local Labourers from the applicants in the Labour Register, taking due cognisance of his requirements for the workforce and the provisions of the Contract in regard of the provision of Training to the workforce and in accordance with the following principles:

- (a) No potential Local Labourer shall be precluded from being employed by the Contractor on the execution of the Works by virtue of his lack of skill in any suitable operation forming part of the Works unless:
  - (i) All available vacancies have been or can be filled by labourers who already possess suitable skills; or
  - (ii) The completion period allowed in the Contract, or the remaining portion of the Contract period (as the case may be) is sufficient to facilitate the creation of the necessary skills;
- (b) Preference shall be given to the long-term and single heads of households;
- (c) The Contractor shall, in so far as is reasonably practicable, accommodate the applicant's expressed preferences regarding the types of work for which they are selected;
- (d) The selection process shall make provision for, but shall not be limited to, the inclusion in the Labour Register of disabled Local Labourers who are deemed capable to perform selected tasks, youths who are older than sixteen but not older than thirty five years and women.

After making his selection, the Contractor shall advise the PLO and the Employer's Agent thereof in writing, and the Employer's Agent, with the assistance of the PLO has the right to call a meeting with PLC and the Local Community for the purpose of ratifying the Contractor's selection. The Contractor shall attend such meeting and where reasonably required, shall motivate his selection. Should the Employer's Agent or the Local Community make reasonable objection to the selection of any particular applicant by the Contractor, the Contractor shall not employ such applicant and shall select another suitable applicant acceptable to the Employer's Agent and the Local Community as a replacement of the rejected applicant, in order to finalize the composition of the workforce.

The provisions this clause shall also apply in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time for the execution and completion of the Works.

## **E4 CONTRACTUAL REQUIREMENTS**

### **E4.1 Legislation**

The onus shall be on the Contractor to ensure that all statutory requirements applicable to the employment of Labour are observed.

### **E4.2 Labour content**

The Labour Content (LC) of the Contract shall be determined as follows:

LC = total value of wages, allowances and costs paid to local labourers, including those employed by the Contractor and Sub-contractor.



The total Rand value of the Labour Content, expressed as a percentage of the total Award Value (Contract Price exclusive of VAT, and allowances for contingencies and escalation), shall be defined as the Labour Content Percentage or the local labour goal as stated in Part C4. .

### **E4.3 Targeted labour**

The targeted labour shall be as specified above. The definitions, provisions and specifications of the South African National Standard Specification SANS 10845-8:2015, Construction Procurement : Part 8 : Participation of targeted labour in contracts will apply to this contract. Should there however be conflict between SANS 10845-8:2015 and the Works Specification, the latter shall take precedence and prevail.

The Contractor shall engage targeted labour directly in the execution of the Works to the extent that the monetary value (Labour Content) of such engagement, expressed as a percentage of the Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), is not less than that specified in Part C 4.of this tender document.

### **E4.4 Records and reporting**

The Contractor shall maintain accurate and comprehensive records of all local labourers engaged on the contract. Monthly local labour reports (as attached to this specification) shall be completed and submitted to the Employer's Agent at the end of each month, from the Commencement date up to the completion of the Contract.

The completed forms shall accompany the Contractor's monthly claim presented to the Employer's Agent for payment of certified completed work. The Employer reserves the right to delay payments due to the Contractor should the Contractor fail to provide any item of required documentation to the approval of the Employer's Agent.

The Contractors Labour Content performance will be measured at the end of each month in order to monitor the extent to which he is striving to reach the Local Labour Goal specified in Part A of the Works Specification.

The Contractor shall, on completion of the contract, and as a pre-requisite event to the release of any retention money in terms of the conditions of contract, provide the Employer's Agent with independently audited documentary evidence of the total actually paid to the workforce and the number of workers days generated during the contract.

## **E5 SANCTIONS**

In the event that the Contractor fails to substantiate that any failure to achieve the Local Labour Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable to pay to the Employer a financial penalty (P) calculated in accordance with the following formula:

$$P = 1,05 \times (L_M - L_A) \times V_A.$$

Where:

P = Rand value of penalty payable.

V<sub>A</sub> = Award value (Contract Price exclusive of VAT, and allowances for contingencies and escalation)

L<sub>M</sub> = Local Labour Goal % stated in the Project Document

L<sub>A</sub> = The local labour component % which the Employer's Representative certifies as being achieved upon completion of the contract.

**E6 PROJECT LIAISON COMMITTEE**

When required a Project Liaison Committee (PLC) shall be established to manage the project, consisting of members elected from each of the wards along the project road. The Contractor will have one senior member of his staff as representative on the PLC without any voting powers.

The Contractor will report all progress, deviations from the Contract, deviations from the programme, labour related matters, and financial progress to the PLC.

The PLC will act as liaison channel between the Contractor and the community. The PLC will assist the Contractor in identifying and recruiting local labour for the project.

The Contractor shall hold meetings with the PLC on a regular basis (at least once per month but not more than twice per month) to ensure that the PLC is informed and aware of progress and problems that may arise.

Allowance is made for the payment of subsistence/travel allowances to the members of the PLC attending meetings with the Contractor, by the Contractor in the Schedule of Quantities.

**E7 PROJECT LIAISON OFFICER****E7.1 Appointment**

The Contractor shall appoint a Project Liaison Officer (PLO) after consultation with the Project Liaison Committee (PLC), the Employer's Agent and the Employer, as a link between the PLC and the Contractor. The Project Liaison Officer shall be nominated by the PLC and shall be appointed as a member of the Contractor's management personnel and the Contractor's normal employment conditions shall be applicable to the appointment. The Contractor shall disclose his normal employment conditions to the Employer's Agent when called upon to do so.

**E7.2 Duties of the Project Liaison Officer**

The Project Liaison Officer shall:

- (a) be available on Site daily between the hours agreed on by the Contractor, the Employer and the Employer's Agent from time to time;
- (b) assist the Contractor in the identification of suitable trainees and shall attend one of each of the training sessions;
- (c) communicate with the Contractor and the Employer's Agent to determine the labour requirements with regard to the numbers and skills;
- (d) assist in maintaining good labour relations, and when applicable partake in Labourers' grievances and dispute procedures;
- (e) assist in and facilitate the recruitment of suitable temporary labour and the establishment of the Labour Register (Labour Desk);
- (f) attend all meetings in which the Local Community and/or Labourers are present or are required to be represented;
- (g) assist in the identification, and screening of Labourers from the Local Community in accordance with the Contractor's requirements;
- (h) inform temporary Labourers of their conditions of temporary employment, and inform temporary Labourers as early as possible when their period of employment will be terminated;
- (i) attend disciplinary proceedings to ensure that hearings are fair and reasonable;
- (j) keep a daily written record of his interviews and community liaison activities;
- (k) carry out specific tasks ordered by the Employer's Agent;
- (l) perform such other duties as required and agreed upon between all parties concerned.

**E7.2 Remuneration**

The remuneration of the Project Liaison Officer shall be determined jointly by the Contractor, Employer's Agent and the Employer. A Provisional Sum is provided in the Schedule of Quantities to cover the remuneration of the Project Liaison Officer.

The Project Liaison Officer shall only be employed and paid for the period in which the duties of a Project Liaison Officer are required as agreed on by the Employer's Agent and the Contractor.

**E7.3 Transport of the Project Liaison Officer**

The Contractor shall provide transport for the Project Liaison Officer as agreed upon between the Employer, the Employer's Agent and the Contractor.

A Provisional Sum is provided in the Bill of Quantities to cover the provision of transport for the Project Liaison Officer.

**E8 TRAINING REQUIREMENTS**

Where training is specified in the Contract, the Contractor shall implement a formal training programme in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, Sub-contractors engaged therein, in a programmed and progressive manner. Workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

All Training shall take place during normal working hours and the Contractor shall make adequate allowance in his programme of work to accommodate the Training to be provided in terms of the Contract and shall ensure that the workers are available at the appropriate times to undergo such Training.

The Contractor shall submit with his tender full details of the formal training which he intends to implement on the Contract. Details of the proposed Training shall be provided on Schedule of Proposed Training in the: Returnable Schedules and shall include the following:

- (a) The name of the training institution and course programme.
- (b) Each type of training and course content synopsis.
- (c) The manner in which the training is to be delivered.

The cost of the Training in accordance with the Contractor's Schedule of Proposed Training programme shall not exceed the sums provided for Training in the relevant pay items in the Bill / Schedule of Quantities.

The Contractor's Training schedule shall be subject to the approval of the Employer's Agent, and the Contractor shall, if so instructed by the Employer's Agent, alter or amend the Training schedule and its contents to suit changing conditions on the Site and changes in the Contractor's programme of work.

**E8.1 Training of Local Labourers**

Depending on the requirements of the Contract the Training shall make provision for on-site hands-on Training, courses presented in-house by the Contractor, and selected courses presented by institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer.

Each Labourer shall receive basic instructions and on-site hands-on training for the category of work required to be executed by him/her.

An approved number of Local Labourers chosen by the Contractor in conjunction with the Employer's Agent shall attend in-house courses conducted by trainers in the employ of the Contractor in accordance with the approved Training programme to satisfy the need for trained Labourers on the Site.

Where formal accredited training is specified in the Contract, Local Labourers with the required aptitude shall be nominated by the Contractor, and subject to the approval of the Employer's Agent, shall attend approved formal training courses presented by accredited institutions and considered essential for the execution of the Works.

For this purpose the Contractor shall submit a selection of courses from known training institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer from which the Employer's Agent will choose the courses to be attended by the nominated and approval Local Labourers.

**E8.2 Labourers remunerated during training**

All Local Labourers employed by the Contractor shall be remunerated in respect of the time spent undergoing formal training. Payment for Labourers in respect of training periods during which no productive work is executed, shall be reimbursed to the Contractor as provided for in the Bill / Schedule of Quantities.

### **E8.3 Non-compliance**

If at any stage the Employer's Agent notifies the Employee in writing that the Contractor is not complying with the requirements of the Contract in respect of the training to be provided to Local and other Labourers and to the Emerging Contractors, then the Employer is entitled to appoint competent firms or persons to conduct the specified training at the Contractor's expense and the amounts paid to such firms or persons will be deducted from the Contractor's payment.

The Contractor shall be obliged to make Local Labourers and other employees available for Training when so required by the Employer's Agent.

## **E9 FORMAL TRAINING**

### **E9.1 General**

The formal skills training programme to be implemented by the Contractor shall comply with the following minimum standards:

- (a) Be accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour, as being appropriate for this project.
- (b) Be delivered by suitably qualified and experienced trainers accredited to do so.
- (c) Be delivered in the modules as described by an authorized Training Centre. The modules listed are those considered applicable to most civil Engineering projects and shall serve as a guide only for planning purposes. The actual training needs, training agency and programme shall be agreed with the Employer's Agent prior to implementation.
- (d) Be responsible for the provision of everything necessary for the delivery of the skills training programme, including the following:
  - (i) Sufficient skilled, competent and accredited trainers to deliver the training programme to all workers in accordance with the training programme;
  - (ii) A suitably furnished venue (if required)
  - (iii) Transport to and from the works (as necessary)
  - (iv) Tools, equipment and teaching aids;
  - (v) Stationery and all other necessary materials

All members of the workforce will initially receive training in the module. Road safety for construction workers followed by training in the various work activity modules depending on the activities for which they will be employed. Each worker employed must be given the opportunity of completing at least one of the work activity modules during the initial training period, with further training being given on merit.

The Contractor shall keep comprehensive records of the training given to each worker as well as the nature and number of work tasks executed by the worker and whenever required shall provide copies of such records to the Employer's Agent.

The Contractor shall in so far as it is reasonable and practical taking due and cognisance of the nature of the works to be executed at any given time, use training workers on those aspects of the works for which they have been trained.

### **E9.2 Accredited training and attendance**

Only qualified trainers employed by training agencies that are accredited by the Construction, Education and Training Authority (CETA), or other institution recognized by the Department of Labour shall deliver all training. Accredited training referred to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training by instructing and motivating the hired local Labour, supervisors and sub-Contractors regarding attendance and participation.

All training shall take place within normal working hours or as agreed with the trainees.

### **E9.3 Supervisors**

Attention shall be given to the formal and informal training of supervisors.

Candidates having the potential to become supervisors shall be selected from amongst the workforce and be given additional formal and informal training as outlined above. This selection will take place only once the initial skills training have been completed and workers have been given sufficient opportunity to prove their worth.

### **E9.4 Training records and certificates**

The Contractor shall keep comprehensive records of the formal training given to each Labourer and principal of the Emerging Contractor and whenever required shall provide copies of such records to the Employer's Agent. At the successful completion of each course each participant shall be issued with certificate indicating the course contents as proof of attendance and completion.

### **E9.5 Labour / Training Agent**

If specified in the Contract, the Contractor shall appoint a Labour / Training Agent, subject to the written approval of the Employer's Agent. The Labour / Training Agent shall be on the Site at all times when Local and other Labourers are executing work allocated to them.

The labour / Training Agent shall report in writing to the Employer's Agent on a daily basis on the work executed by the Local and other Labourers in the employ of the Contractor, the quality of the work the progress and all other information that the Employer's Agent may require. The Labour / Training Agent shall also be responsible for those aspects of training which are assigned to him the Contract.

### **E9.6 Training centre**

If so specified in the Contract a suitable on-site Training centre shall be provided by the Contractor to the satisfaction of the Employer's Agent. The Training centre shall comply with the specifications for site offices as specified in the Specifications Measurement and payment of the Training centre and the required equipment shall be as specified in the Project Specification.

## CONTRACTOR MONTHLY LOCAL LABOUR REPORT

PART 1

Contract No.:

Contract Name:

Contractor Name:

Claim No.:

For Period Ending:

Date of Report:

The Contractors Monthly Report comprises an integral part of the Contractors Payment Claim and processing of the payment claim is not permitted without this report also being submitted i.e.

"NO REPORT – NO PAYMENT".

Attachments:

**Part A:** Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project (BENEFICIARY LIST)

**Part B:** Monthly Wage Summary

**Part C:** Local Labour & Materials Summary Schedule



[illegible]



PART C: LOCAL LABOUR SCHEDULE		
Name of Contractor		
Project Name		
Project Number		
Applicable Month (Reporting Period)		
Claim No.:		
<b>1. Summary of Day Tasks worked and Amount Spent on Local Labour in this Project</b>		
Month	Total Day Tasks / Person Days Worked (Total for each month)	Total Amount Earned (Total for each month)
<b>Total</b>		R -
<b>2. Summary of Amount Spent on Local Labour to date</b>		
1. Previous Amount Spent on Local Labour (From previous claim)	R	-
2. Amount Spent on Local Labour this month (From Total above)	R	-
3. Total Amount Spent on Local Labour to date (3)=(1+2)	R	-
<b>3. LOCAL LABOUR SCHEDULE</b>		
Summary of Local Labour Employed	No. of local workers who worked on the project to date (From Part A)	% of Total
1. Total No. of Individual local workers who have worked on the Project		
2. How many of the Total No. are local youth (35 yrs and under)		
3. How many of the Total No. are local women		
<div style="display: flex; justify-content: space-between;"> <div>Completed by: .....</div> <div>Capacity: .....</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Signature: .....</div> <div>Date: .....</div> </div>		

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-25/26-0006

RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE  
HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS

<p><b>C3.6    SECTION F: ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION SPECIFICATIONS</b></p>
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**SECTION F: ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION SPECIFICATIONS**

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<b>SECTION F-1:</b>	<b>CONSTRUCTION</b>	<b>ENVIRONMENTAL</b>	<b>MANAGEMENT</b>	<b>PROGRAMME</b>
	<b>IMPLEMENTATION</b>	<b>SPECIFICATION</b>		

**F1001 SCOPE**

This Specification covers the requirements for the effective implementation of an Environmental Management Programme for controlling the impact on the environment during the road construction activities. It is a generic specification and therefore certain aspects may not be directly relevant to this particular project.

The purpose of the Environmental Management Programme (EMPr) is to help control those construction activities that can have potentially adverse environmental implications on the site and surrounding areas. In short, the EMPr describes good environmental practice principles which must be applied for the duration of the construction activities.

The environmental specifications should be read in conjunction with the Environmental Assessment and Environmental Management Programme for materials sources as well as the conditions of authorisation issued by the Department of Economic Development, Environmental Affairs and Tourism (DEDEAT), the Department of Mineral Resources (DMR) and the Department of Water and Sanitation (DWS). It should be noted that the conditions of the DEDEAT, DMR and DWS Authorisations are legally binding.

The contractor is furthermore required to comply with other relevant legislation which may apply to the proposed activities. This may include, but not be limited to:

- (a) A water utilization permit for water abstraction, issued in terms of the National Water Act (Act No 36 of 1998).
- (b) General Authorisation/Licence required for alterations to a river bank or permanent deviation of a stream flow, issued in terms of the National Water Act (Act No 36 of 1998).
- (c) Licence required for alteration of wetlands, issued in terms of the National Water Act (Act No 36 of 1996)
- (d) Permit for atmospheric emissions produced by an asphalt plant, issued in terms of the Atmospheric Pollution Prevention Act (Act No 45 of 1965).
- (e) Permit for the removal or destruction of protected plants or removal of indigenous trees within a forest, issued in terms of the National Forestry Act (Act No 84 of 1998).

**F1002 INTERPRETATIONS****(a) Supporting Documents**

Where this specification is applicable, the following documents shall inter alia be read in conjunction with this document.

- (i) Statutory requirements of the National Environmental Management Act (Act No 107 of 1998) and regulations promulgated in terms of Section 24 of NEMA;
- (ii) Statutory requirements of the Minerals and Petroleum Resource Development Act (Act No 28 of 2002);
- (iii) Statutory requirements of the National Water Act (Act No 36 of 1998);
- (iv) Statutory requirements of the National Environmental Management: Waste Management Act (Act No 59 of 2008);
- (v) Statutory requirements of the National Forests Act (Act No 84 of 1998); and
- (vi) Statutory requirements of the National Heritage Resources Act (Act No 25 of 1999).

**(b) Applications**

The provision of this specification shall apply in respect of all Contractors, Sub-contractors and to any of their site personnel, workforce or suppliers, who are engaged in the execution of the works.

**F1003 DEFINITIONS AND ABBREVIATIONS**

<b>DEDEAT</b>	Department of Economic Development, Environmental Affairs and Tourism.
<b>DAFF</b>	Department of Agriculture, Forestry and Fisheries
<b>DWS</b>	Department of Water and Sanitation
<b>EEA</b>	External Environmental Auditor
<b>EIA</b>	Environmental Impact Assessment
<b>EMPr</b>	Environmental Management Programme
<b>ENVIRONMENT</b>	The surroundings within which humans exist and that could be made up of: the land, water and atmosphere of the earth; micro-organisms, plant and animal life; any part of combination of the aforementioned and the interrelationships among and between them; and, the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and wellbeing.
<b>ENVIRONMENTAL IMPACT</b>	The change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.
<b>INVASIVE ALIEN VEGETATION</b>	An undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act.
<b>MSDA</b>	Material Safety Data Sheets.
<b>EARS</b>	Employer's Agent's Representative on Site.
<b>NO-GO AREAS</b>	Generally those areas outside the designated working areas, including but not limited to: existing services and infrastructure, occupied property; grave sites; cultivated lands, wetland areas, 'Special or Sensitive Environments' as defined in the EMPr.
<b>TOPSOIL</b>	Natural soil covering, including all the vegetation and organic matter, with variable depth.
<b>WORKING AREAS</b>	Working areas are those areas required by the Contractor to construct the works, as approved by the Employer's Agent.

**F1004 OBJECTIVES OF THE ENVIRONMENTAL MANAGEMENT PROCEDURES**

The Environmental Management Programme which is in accordance with the Environmental Policy of the Employer is intended primarily as a management tool, for the guidance of the Employer's Agent, the Contractor and his sub-contractors.

The objective of the Environmental Management Programme (EMPr) is to control the impacts firstly of materials, plant and facilities and secondly construction activities. The effective implementation of an EMPr will ensure that the required works are conducted in an environmentally sound manner and that the negative impacts of the works are minimised or prevented. This management programme contains the necessary environmental requirements to the Contractor and his staff, including all sub-contractors and on-site workers are required to adhere to.

The Environmental Management Programme outlines structures and procedures to be implemented by the Contractor and his sub-contractors to minimise and manage potential environmental impacts which the Contractor's construction activities might have on the receiving environment.

An Employers' Environmental Agent (EEA) will be appointed by the Employer to ensure that the EMPr is being effectively implemented. The EEA shall undertake monthly site inspections, the results of which will be reported to the Employer, Employer's Agent, Contractor and to the relevant government departments.

## **F1005 ROLES AND RESPONSIBILITIES**

### **(a) Responsibilities of the Employer's Agent**

Specific to environmental management, the role of the Employer's Agent will be to ensure enforcement of the Environmental Management Programme and Procedures and supplementary recommendations made by the EEA; review and approve the Method Statements submitted by the Contractor; and liaise with the Contractor, the EEA and DEDEAT on environmental matters as necessary.

Responsibilities of the Employer's Agent will include, but not be limited to:

Communicating the advice of the EEA and/or contents of the EEA's reports;  
 Issuing site instructions where applicable;  
 Communicating to the EEA any new/amended construction activities;  
 Informing the EEA of any infringements/accidents or incidents that have occurred on/off site;  
 Implementing any Temporary Work Stoppages where serious environmental infringements and non-compliances have occurred;  
 Issuing penalties as and when necessary; and,  
 Maintaining a record of complaints and communicating these to the Contractor and EEA.

Should the Employer's Agent be of the opinion that the environmental management measures are not being adhered to, and that the appropriate corrective action is not being implemented, the Employer's Agent, advised by the EEA, will be at liberty to instruct the Contractor to cease the related operations until the contractor complies with the relevant requirements. The contractor will not be entitled to any extension of time for such stoppages.

### **(b) Responsibilities of the Employer's Environmental Agent (EEA)**

The role of the EEA will be to monitor, review and verify the implementation of the EMPr and liaise with the Employer's Agent and/or Employer, and DEDEAT to confirm the level of compliance achieved and make appropriate recommendations on improvements/actions required.

The responsibilities of the EEA will include, at a minimum:

Advising the Employer's Agent on the interpretation and enforcement of the Environmental Specifications;  
 Assisting with the review of Method Statements;  
 Demarcating particularly sensitive areas;  
 Monitoring any basic physical changes to the environment as a consequence of the construction works – e.g. evidence of erosion, dust generation and littering;  
 Undertaking monthly site inspections and submitting reports on the level of compliance to the EMPr demonstrated by the Contractor;  
 Undertaking quarterly audits, with reporting to the relevant authorities;  
 Undertaking any damage assessments with the Employer's Agent where incidents, accidents and/or serious infringements have occurred on/off site, and advising on remedial actions required;  
 Liaising with the relevant authorities as required; and  
 Updating the EMPr as and when appropriate and communicating these changes to the Employer's Agent and Contractor.

### **(c) Responsibilities of the Contractor**

The Contractor will be contractually required to undertake his activities in an environmental responsible manner. The role of the Contractor will include the following, at a minimum:

To implement the EMPr (and any subsequent revisions) for the duration of the construction activities;  
 To provide reasonable resources for the effective control and management of environmental risks associated with the construction activities, as per the EMPr;  
 To assign tasks to personnel as necessary and ensure appropriate accountability and responsibility is assigned to enable the carrying out of these duties;  
 To maintain incident, training and other relevant administrative records; and

To ensure all personnel, sub-contractors and other workers appointed by the Contractor are aware of the environmental responsibilities on site.

These roles will, at a minimum, translate into the following environmental responsibilities:

- Be familiar with the contents of the EMP and to comply with the EMP;
- Submit the necessary Method Statements and plans to the Employer's Agent for approval;
- Review the EEA Reports and take cognisance of the information/recommendations made;
- Notify the Employer's Agent immediately in the event of any accidental infringements of the Environmental Specifications and ensure appropriate remedial action is taken;
- Notify the Employer's Agent in advance of any amendments/changes to the proposed work activities to enable environmental impacts to be confirmed and mitigation measures identified; and
- Maintain records – e.g. photographic records, complaints records, training records and incident records.

#### **(d) Responsibilities of the Environmental Representative**

The Contractor shall on commencement of the Project appoint an Environmental Representative who, in addition to his normal duties, shall have direct responsibility for the implementation and monitoring of the Environmental Management Programme.

The Environmental Representative shall liaise with the Employer's Agent, the EEA and the Contractor, in order to ensure effective implementation of the Environmental Management Programme at site level. The Environmental Representative will be responsible for the practical implementation and monitoring of the Environmental Management Programme and he shall report directly to the Employer's Agent in this regard. The Environmental Representative shall periodically inspect and monitor operations on and off site and shall take the necessary action where required to ensure compliance with the requirements of the Environmental Management Programme. The Environmental Representative shall attend all regular site Works meetings for reporting, discussing and reviewing the performance of the Environmental Management Programme (which shall be a standard item on the agenda).

#### **F1006 METHOD STATEMENTS**

The Contractor shall be required to submit Method Statements to the EEA outlining proposed construction activities, phasing and procedures and methods to comply with the targets stipulated in the Environmental Management Programme. Method Statements shall, where applicable, include Site Establishment Drawings with sufficient detail to assess the potential impact of the site facilities or to assess the degree of safeguarding provided against pollution.

Method Statements shall indicate how the procedures will be applied in order to meet the relevant targets and are central to the proper implementation of the Environmental Management Programme. It is anticipated that in addition to assessing the systems and performance of the Environmental Management Programme, the external audit will scrutinise the formulation of, and adherence to Method Statements in some detail.

Method Statements must be submitted at least 10 days prior to the proposed commencement of related activities and must be approved by the EEA, in consultation with the Employer's Agent. The Environmental Representative shall keep copies of these Method Statements and letters of approval (including conditions attached) in a Method Statement file.

Any deviations from the approved Method Statements must be submitted to the EEA for approval and any amendments submitted to the Employer's Agent.

The following Method Statements shall be submitted by the Contractor 14 days prior to the commencement of works on site:

- (a) Layout and preparation of the construction camp;
- (b) Location, layout and preparation of cement/concrete batching facilities including the methods employed for the mixing of concrete including the management of runoff water from such areas;
- (c) Contaminated water management plan, including the containment of runoff and contaminated water;
- (d) Dust control;
- (e) Source of water for compaction and dust suppression;
- (f) Method for the control of erosion during bulk earthwork operations, including erosion of spoil material;

- (g) Methods for abstracting water from rivers or other water sources including measures to prevent pollution and sedimentation;
- (h) Emergency spillage procedures, including hydrocarbons, and compounds to be used;
- (i) Method of diverting stormwater during construction; and
- (j) Solid waste control and removal of waste from Site;

## **F1007 MATERIALS, PLANT AND FACILITIES**

### **(a) Materials handling, use and storage**

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including “no go” areas) required to comply with the Specifications of the EMPr.

The Contractor shall ensure that these delivery drivers are supervised during off-loading by someone with an adequate understanding of the requirements of the EMPr.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads including, but not limited to sand, stone chip, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All lay down areas for manufactured/imported material outside of the construction camp shall be subject to the Employer's Agent's approval, which shall not unreasonably be withheld.

### **(b) Hazardous substances**

Hazardous chemical substances (as defined in the Regulations for Hazardous chemical Substances) used during construction shall be stored in secondary containers.

The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDS's shall be followed in the event of an emergency situation.

Potentially hazardous substances shall be stored, handled and disposed of in a suitable manner.

### **(c) Fuel (petrol and diesel) and oil**

The Contractor shall ensure that all fuels and chemicals are handled and stored in a manner so to minimise the risk of spills, leaks or structural failures.

Fuel may be stored on Site and the fuel storage area shall be located at the workshop or a fuel storage depot located within the construction camp.

The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut or in bowsers.

The tanks/bowsers shall be situated on a smooth impermeable surface (plastic or concrete) base with an earth bund (plastic must have sand on top to prevent damage and perishing). The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 110% of the total capacity of all the storage tanks/bowsers.

The bunded area shall be covered to prevent the accumulation of rainwater within the bunded area.

The Contractor shall prevent unauthorised access into the fuel storage area.

The Contractor shall have on Site all the necessary materials and equipment to deal with spills of any of the substances stored on Site.

The Contractor shall set up a procedure to deal with a spillage or pollution event; this should include immediate communication with the Employer's Agent and EEA. A number of the Contractor's staff shall be appropriately trained to deal with any spills or pollution threat.

No smoking shall be allowed within the vicinity of the fuel storage area.

The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores.



Gas and fuels shall not be stored in the same storage area.

Where reasonably practical, plant shall be refuelled at the depot or at the workshop as applicable. If it is not reasonably practical then the surface under the refuelling area shall be protected against pollution to the reasonable satisfaction of the Employer's Agent prior to any refuelling activities.

The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 litre of hydrocarbon liquid spill. This material must be approved by the Employer's Agent prior to any refuelling or maintenance activities.

Drip trays shall be inspected and emptied daily, and serviced when necessary. Drip trays shall be closely monitored during rain events to ensure that they do not overflow.

The appropriate signage must be erected at the diesel bowser and workshops.

**(d) Ablution facilities**

A sufficient number of chemical toilets shall be provided by the Contractor in the construction camp area and at appropriate locations agreed by the Employer's Agent. The ratio of toilets to site staff shall not exceed 1:30 (for each sex (refer to the Health and Safety Specification in Section C of the Contract Document), and the closest toilet shall never be further than 100 m away from the area where work is currently under way.

Toilets shall not be located in river courses or flood plains.

Washing, whether of the person or of personal effects and acts of excretion and urination are strictly prohibited other than at the facilities provided.

All temporary/portable toilets shall be secured to the ground to the satisfaction of the Employer's Agent to prevent them toppling due to wind or any other cause.

All toilets are to be maintained in a clean, sanitary condition. The Contractor shall be responsible for cleaning, maintenance, servicing and emptying the toilets on a regular basis. The Contractor shall supply adequate toilet paper at all toilets.

The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are properly stored and removed from Site.

Discharge of waste from toilets into the environment and burial of waste is strictly prohibited.

Septic tanks may be used only once the soil conditions have been checked and found to be suitable.

The contractor may make use of a waste water treatment plant (or sewage package plant), should this be required, provided such a facility has been authorised and/or registered by the relevant authorities (DEDEAT and DWS) according to the NEMA EIA Regulations (Government Notice No R. 385) and the National Water Act (Act No 36 of 1998).

**(e) Living Accommodation (if necessary)**

The location of the living accommodation must be approved by the local authorities and the traditional leadership.

The living accommodation should be located on already transformed and disturbed areas.

The living accommodation should not be located within the Coastal Conservation Area, ie within 1,0 km of the coast or high water mark of any estuary.

The living accommodation should not be located at the coastal development nodes, unless prior permission has been obtained in writing from the DEDEAT.

Living accommodation for workers on Site should comply with minimum standards.

All temporary structures shall be removed and the area rehabilitated on completion of the works.

The Contractor shall designate eating areas for his employees. The Contractor shall provide bins with lids in these areas.

The source of energy/fuel for use by the workers residing in the area must be clearly specified. There must be no collection of wood outside the designated area.

**(f) Solid waste management**

No on-site burying or dumping of any waste materials, vegetation, litter or refuse shall occur.

The Contractor shall provide sufficient bins with lids on Site to store the solid waste produced on a daily basis. Bins shall not be allowed to become overfull and shall be emptied a minimum of once daily.

The waste may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Employer's Agent has approved.

No burning of refuse is permitted.

All solid waste shall be disposed of off-site at least once weekly at a licensed landfill site. The nearest licensed landfill site is at Hamburg or as indicated by the Employer's Agent.

The Contractor shall supply the Employer's Agent with a certificate of disposal.

**(g) Contaminated water**

The Contractor shall set up a contaminated water management system, which shall include collection facilities to be used to prevent pollution, as well as suitable methods of disposal of contaminated water.

The Contractor shall notify the Employer's Agent immediately of any pollution incidents on Site and liaise with the local irrigation board and farming interests.

The Contractor shall prevent discharge of any pollutants, such as cements, concrete, lime, chemicals and fuels into any watercourses, estuaries or stormwater channels.

Water that has been contaminated with suspended solids, like soils and silt may be released into natural watercourses or stormwater channels. However, all suspended solids shall be removed from water before it is discharged by settling out these solids in settling ponds.

**(h) Site camp**

All site establishment components (as well as equipment) shall be positioned to limit visual intrusion on neighbours and the size of area disturbed.

The Contractor shall provide the Employer's Agent with a plan of the site camp showing the layout/positioning of all infrastructure including wash bays, fuel storage areas, materials storage areas, sewage infrastructure and buildings. The Contractor shall maintain a map of the site layout that indicates where the wash bays, fuel storage areas, topsoil sites etc are located. The Employer's Agent and EEA must approve this.

Where site camps are to be established the feasibility of removing topsoil from the site, before site establishment, shall be investigated. Removed topsoil should then be stockpiled for use in rehabilitation of the site camp

The site camp should not be located within the Coastal Conservation Area, ie within 1,0 km of the coast or high water mark of any estuary, or within 100 m of any drainage line.

The site camp should not be located at the coastal development nodes, unless prior permission has been obtained in writing from the DEDEAT.

All water requiring discharge, including wastewater from kitchen and ablution facilities, should be led to soak pits, treated or discharged in a manner approved by the Employer's Agent. No wastewater shall be discharged into rivers or streams.

Site camps and surrounds shall be maintained in a clean, tidy and orderly condition at all times.

The Contractor shall restore the site camp to its former condition upon completion of the works. This will include removal of all rubble and foundations, loosening of compacted soils and re-establishing groundcover. Where a homestead has been used as a site camp, the Contractor may be required to renovate the buildings once the works are complete.

**(i) Lights**

The Contractor shall ensure that any lighting installed on the Site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area. Lighting installed shall be down lighting.

**(j) Workshop, equipment maintenance and storage**

Where practical, all maintenance of equipment and vehicles on Site shall be performed in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Employer's Agent prior to commencing activities.

The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Employer's Agent's approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation.

The workshop shall have a smooth impermeable concrete floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil).

When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles).

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the Site.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken in a wash bay area which must be equipped with a suitable impermeable floor and sump/oil trap. The use of detergents for washing shall be restricted to low phosphate and nitrate containing, low sudsing-type detergents.

**(k) Drinking and construction water**

Water for drinking and construction purposes should be obtained from local reticulation works, or an approved source. Unless approved by DWS, water should not be extracted from nearby dams and rivers, and construction activities should not be conducted in or directly adjacent to rivers and dams.

Water is a scarce resource throughout South Africa and certain parts of the Eastern Cape Province are prone to water shortages during periods of drought. Water, whether drinking or for operational purposes must be used responsibly.

**F1008 CONSTRUCTION ACTIVITIES**

**(a) Working Areas**

The road construction and associated activities may be conducted only in designated working areas. Limitation of these activities to specific working areas minimises the impact on the surrounding environment and facilitates control of the works. Sites should be divided into working areas and "no-go" areas:

- (i) Working areas are those areas required by the Contractor to undertake the works and as approved by the Employer's Agent. These areas include the area of works, borrow areas and haul roads between the working site and borrow areas. If necessary, the working areas may be demarcated during the period. The Contractor and his staff are not permitted to move around outside the designated working areas. The Contractor shall ensure that, insofar as he has the authority, no person, machinery, equipment or material enters the "no go" areas at any time.

Within the overall working area, the Contractor requires the Employer's Agent's approval for the following specific areas:

- (1) Site Camp.
  - (2) Stockpiling and storage of construction materials.
  - (3) Stockpiling of topsoil for rehabilitation purposes.
  - (4) Spoiling of cleared vegetation (alien/invasive species).
  - (5) Sites for spoil materials.
- (ii) "No-go" areas are those areas outside of working areas. The Contractor shall erect and maintain permanent and/or temporary fences of the type and in the locations directed by the Employer's Agent. Such fences shall, if so specified, be erected before undertaking designated activities. Venturing outside of the working area into a defined "no-go" area may attract a fine as indicated in Clause F1014.

#### **(b) Protection of Flora and Fauna**

Natural features, indigenous flora and fauna in the vicinity of the project works should be protected and damage or disturbance prevented or minimised; specifically:

- (i) The removal of any indigenous vegetation must be in strict accordance to the conditions as set out by the DAFF permit.
- (ii) No plant species may be removed unless agreed by the EEA or unless they are listed as alien invasive species.
- (iii) The minimum amount of vegetation must be removed. Excessive clearing of a site must be avoided. Disturbance outside of the immediate construction area must be avoided.
- (iv) No construction staff may have access to indigenous vegetation outside of the working corridor.
- (v) The use of indigenous plants as firewood is prohibited.
- (vi) Where protected or Red Data Species are encountered and require removal, the EEA should be consulted and the plant(s) then replanted in a nearby 'safe' area of similar habitat. Permission should be obtained from DEDEAT, Eastern Cape.
- (vii) All fauna (including domestic livestock) within and surrounding the site shall be protected; they shall not be caught, poisoned, trapped, snared or killed.
- (viii) No domestic animals shall be brought onto the site.

#### **(c) Sites of Archaeological and or Cultural Interest**

The Contractor shall take responsible precautions to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of archaeological interest discovered on the Site, immediately upon discovery thereof and before removal.

Should an archaeological or cultural site be located during the upgrading of the route or any associated infrastructure, it should immediately be reported to the National Monuments Council. Failure to report a site of archaeological and/or cultural significance is a contravention of the National Heritage Act (Act No 25 of 1999).

All construction site staff must be briefed to immediately report any potential sites which are encountered during the construction of the road. In the event of finding what appears to be an archaeological site or a cultural and/or historic site or object, work should be terminated until a qualified archaeologist or historian can examine the item or find.

The contractors must check the area carefully for any graves. The relocation of graves must be undertaken in consultation with the affected families and through the Project Steering Committee. The correct procedures for the exhumation and reburial of the remains must be strictly adhered to.

#### **(d) Protection of Natural Features**

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Employer's Agent.

Any features affected by the Contractor in contravention of this clause shall be restored/rehabilitated to the satisfaction of the Employer's Agent.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, and open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

**(e) Aesthetics**

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

**(f) Conservation and Stockpiling Of Topsoil**

Topsoil shall be removed from the following areas no longer than 10 days before construction begins:

- (i) All areas to be excavated;
- (ii) Areas to be occupied by roads, including the temporary haulage road;
- (iii) Areas for the storage of fuels;
- (iv) Areas to be used for batching/mixing of concrete;
- (v) Areas for stockpiling of construction materials;
- (vi) Areas for stockpiling of crushed rock; and
- (vii) Areas for spoiling material.

Topsoil shall be excavated to a minimum depth of 150 mm or to a maximum depth of 300 mm. Compaction of these topsoil stockpiles is not permitted. Where topsoil has been stored for longer than 12 months the Contractor shall turn the soils to maintain viability of the seeds and the soil properties.

The topsoil stockpiles shall be clearly demarcated and vehicle access restricted. The topsoil shall not be contaminated with any fuels, oils or other construction waste or materials.

Topsoil shall not be mixed with any other material (construction rubble, subsoil etc) and erosion of the topsoil stockpiles must be prevented.

**(g) Erosion Control**

Soil erosion shall not be tolerated on the Site. Uncontrolled erosion will cause siltation and pollution of the stream and result in loss of valuable topsoil. The Contractor should take all reasonable measures to prevent soil erosion and protect areas susceptible to erosion. Erosion prevention measures must be implemented to the satisfaction of the Employer's Agent.

Areas affected by construction related activities must be monitored regularly for evidence of erosion. Areas particularly susceptible to erosion include: areas stripped of topsoil, soil stockpiles and steep slopes (gradients>8%).

Soil erosion may result from a diversion, a restriction, or an increase in the flow of stormwater or river flow caused by the presence of temporary/permanent works, operations and activities. Where evidence of erosion appears, the construction of contour berms, cut-off drains or planting of grass sods / ground cover may be necessary.

The Contractor shall take reasonable measures to control the erosive effects of stormwater runoff. A cut-off drain(s) or low berm will be constructed where necessary to lead run-off rain water away from steep, exposed slopes, ensuring that the water does not flow over the slopes and cause erosion. Water from these drain(s) will be disposed of in such a way that the erosive force of the water in the drain(s) is dissipated and erosion does not occur at the drain discharge point(s).

Where erosion does occur the Contractor shall reinstate such areas and areas damaged by the erosion, at his own cost and to the satisfaction of the Employer's Agent and EEA. Topsoil that has been washed away shall be replaced.

The access/haul roads, after ripping, must be topsoiled and hydroseeded with an appropriate hydroseed mix and the same specifications apply as in the other areas that require hydroseeding.

The order for the seeds must be placed timeously to ensure availability at the time required.

**(h) Prevention of Pollution**

The Contractor should ensure that pollution of the soil or water (i.e. surface and ground) does not occur as a result of any activities on Site. Pollution could result from the release, accidental or otherwise, of chemicals, oils, fuels, sewage, wastewater containing kitchen waste, detergents, solid waste and litter, etc. Specific measures to be taken to prevent the pollution of the environment include:

- (i) Immediately report and manage any leakage or spillage with appropriate spill contingency equipment and measures.
- (ii) All fuels, oils, lubricants and other petrochemical products must not be stored within 100 m of any estuary, wetlands and rivers.
- (iii) Fuel lubricants, solvents, paints, and other chemicals must be stored within the contractors campsite in a facility secured with lock and key. Storage should be on a bunded, impervious site (secondary containment).
- (iv) Maintenance of vehicles must only take place in a designated workshop with a concrete base and drip trays for the collection of waste lubricants. Emergency maintenance vehicles must be equipped with drip trays and absorbent material, such as spillsorb, to collect and contain waste oils.
- (v) No rock, silt, cement, grout, asphalt, petroleum product, timber, vegetation, domestic waste, or any deleterious substance should be placed or allowed to disperse into any stream, river, pond, storm or sanitary sewer, or other watercourse.
- (vi) Ensure all construction equipment is free of leaks from oil, fuel or hydraulic fluids and is cleaned in an area with a suitable controlled runoff.
- (vii) Refueling activities should not be conducted where runoff could carry contaminants into drainage pathways (including stormwater drains/trenches and sewers).
- (viii) Washing of vehicles must be kept to a minimum and must only take place in a designated area on an impervious surface which drains into an oil sump.
- (ix) Cleaning out of concrete mixers and trucks must take place on a properly designated site where there is no opportunity for the pollution of water bodies.

**(i) Stockpiling/Spoiling of Materials**

The Employer's Agent and EEA shall approve all stockpiling and spoiling sites and confirm the end-use or rehabilitation plans for these sites.

The stockpiles should be located within demarcated construction sites. Material stockpiled should be done so in such a way as to minimise the spread of materials and the impact on the natural vegetation. The Contractor should ensure that no materials 'creep' into "no-go" areas.

No spoiling of material should take place below the 1:100 year floodline of any river, stream, and wetland or water course.

The Contractor, upon completion of the project shall reinstate areas used for stockpiling to their former states.

**(j) Asphalt, Bitumen and Paving**

Over spray of bitumen products outside of the road surface and onto roadside vegetation shall be prevented using a method approved by the Employer's Agent.

The area used for the storage of bitumen drums/products shall comply with the following:

- (i) The floor shall be smooth and impermeable (concrete or thick plastic covered in sand).
- (ii) The floor shall be bunded and sloped towards a sump to contain any spillages of substances.
- (iii) The bund shall be inspected and emptied daily, and serviced when necessary.
- (iv) The bund shall be closely monitored during rain events to ensure that they do not overflow.

When heating bitumen products, the Contractor shall take cognisance of appropriate fire risk controls. Heating of bitumen products shall only be undertaken using LPG or similar zero emission fuels and appropriate fire fighting equipment shall be readily available.

Water quality from runoff from newly/fresh bitumen surfaces will be monitored by the Employer's Agent and remedial actions taken where necessary.

Stone chip/gravel excess shall not be left on road/paved area verges. This shall be swept/raked into piles and removed to an area approved by the Employer's Agent.

**(k) Cement and Concrete Batching (*if necessary*)**

The permitted location of the batching plant (including the location of cement stores, sand and aggregate stockpiles) will be indicated by the Employer's Agent. The concrete/cement batching plant shall be kept neat and clean at all times.

The batch plant should not be located closer than 100 m from any water course or wetland and not below the 1:100 year floodline of any water course or wetland.

The batching plant shall be located on a smooth impermeable surface (plastic or concrete). The area shall be bunded and sloped towards a sump to contain any spillages of substances.

No batching activities shall occur directly on the ground. All wastewater resulting from batching of concrete shall be disposed of via the wastewater management system and shall not be discharged into the environment.

Used bags shall be stored in weatherproof containers to prevent windblown cement dust and water contamination. Used bags shall be disposed of on a regular basis via the solid waste management system, and shall not be used for any other purpose.

Unused cement bags shall be stored so as not to be affected by rain or runoff events. In this regard, closed steel containers should be used for the storage of cement powder and any additives.

The Contractor shall ensure that sand, aggregate, cement or additives used during the mixing process are contained and covered to prevent contamination of watercourses, the surrounding vegetation and natural rock through wind or water dispersion.

All runoff from the batching plant shall be strictly controlled, and cement- contaminated water shall be collected, stored and disposed of off-site, at a location approved by the Employer's Agent.

Contaminated water storage areas shall not be allowed to overflow and appropriate protection from rain and flooding shall be implemented.

All visible remains of excess concrete shall be physically removed on completion of the plaster or concrete pour section and disposed of. Washing the remains into the ground is not acceptable. All excess aggregate shall also be removed and disposed of in an approved landfill site.

**(l) Dust Control**

Dust is regarded as a nuisance when it reduces visibility, soils private property, reduces the palatability of grazing grasses and may retard plant growth. It is also aesthetically displeasing.

The Contractor shall be responsible for the control of dust arising from his operations and activities. Control measures could include regular spraying of working/bare areas with water, at an application rate that will not result in soil erosion or runoff.

**(m) Vehicles and Access Roads**

Site vehicles should be permitted access only within the demarcated construction sites or on existing roads, as would be required to complete their specific tasks. Vehicles are not permitted on re-vegetated areas.

Site vehicle traffic should be limited to specific access roads to prevent unnecessary damage to the natural environment.

On the Site the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500 m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 40 km/hr.

**(n) Traffic Control and Temporary Deviations**

Increased traffic, especially heavy vehicle traffic, has the potential to draw complaints from nearby residents. The Contractor is expected to address any complaints received.

Temporary vehicular deviations should be located so as to cause minimal disruption to surrounding communities, minimal disturbance to flora, fauna and the surrounding landscape and minimal risk of erosion. The deviations shall not impede normal pedestrian or vehicular access to adjoining villages and community lands.

Each deviation route should be rehabilitated as soon as practically possible, and preferably immediately once the construction on the adjoining section of road has been completed.

**(o) Bridges, Culverts and Watercourse crossings**

The Contractor shall not pollute the river systems a result of construction activities. No construction materials shall be stockpiled within 100m of any watercourses.

The Contractor shall not divert, dam or modify any watercourse or stream without the approval of the Employer's Agent and DWS.

**(p) Water Abstraction**

Water for construction purpose may be abstracted from rivers or other small streams crossing the road only in receipt of the required permits from the Department of Water and Sanitation. A method statement must be prepared and approved for the abstraction of water.

During water abstraction the Contractor shall take all reasonable measures to limit sedimentation of downstream watercourses due to his activities and shall ensure that the flow in the river is never reduced below 50% of ambient. The temporary sump shall be removed from the river as soon as practically possible.

**(q) Earthworks**

All earthworks shall be undertaken in such a manner so as to minimise the extent of any impacts caused by such activities. No equipment associated with earthworks shall be allowed outside of the Site and defined access routes unless expressly permitted by the Employer's Agent.

**(r) Site Rehabilitation**

The Contractor shall be responsible for complete rehabilitation of the site, including spoil sites, access roads, haul routes, site camp, stockpile, crusher area, ablution facilities and storage areas.

The Contractor shall undertake full rehabilitation under no extra cost to the Employer.

The Contractor should implement progressive rehabilitation: once works are complete in a particular area, rehabilitation/re-vegetation could begin. This would provide the opportunity to assess whether or not the methods employed are suitable and successful and would help prevent erosion in impacted areas.

Where re-vegetation of an area is not successful the Contractor will replant these areas, at no additional cost to the Employer.

The Contractor shall provide the EEA and Employer's Agent with a comprehensive plan for rehabilitation of the entire site. This plan must meet the approval of the EEA and Employer's Agent. The following points must be taken into account when drawing up the Rehabilitation Plan:

- (i) The Plan should be flexible – where measures are found to be inefficient, the plan shall be modified, at no additional cost to the Employer.
- (ii) The Contractor shall be responsible for successful rehabilitation and re-vegetation of the site, for a minimum period of 12 months after construction is complete.
- (iii) The Plan shall include the eradication of young alien invasive plant species that may have become established during the construction period, in impacted areas and in rehabilitated areas.
- (iv) The growth of alien invasive plant species shall be monitored during the 12 month period following construction.
- (v) The Plan shall include grass seed mixes applicable to summer and winter.



- (vi) The Plan shall include suitable fertilisers and application rates.
- (vii) Successful re-vegetation means  $\geq 80$  % of the seeded area is covered with grass/groundcover.
- (viii) Where there is insufficient topsoil to cover an area to specified depth, the Contractor shall import suitable topsoil at no cost to the Employer.
- (ix) Consideration should be given to using established seedlings of indigenous grasses such as *Digitaria eriantha* and *Cenchrus ciliaris* to at least augment the use of aliens in re-vegetation of bare areas. On eroded soil chopped bush should be spread over bare surfaces, the soil should be re-seeded and the veld rested.

**(s) Exotic Vegetation**

Exotic invasive vegetation shall be removed from any working areas and the site camp(s). These vegetation species shall also be eradicated when they begin to establish themselves in disturbed areas (disturbance of the natural vegetation will encourage the establishment of invasive species). In order to discourage the spread of exotic species, soil should not be moved from one part of the site to another without the consent of the EEA.

The EEA shall assist in the identification and eradication of exotic plant species. Methods of removal/eradication may involve hoeing by hand or the controlled application of herbicides.

**(t) Community Relations**

The Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Employer's Agent.

The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, information regarding the complaint itself and measures taken to address the complaint.

**(u) Social Disruption**

Where construction activities require the removal of fences from around private land, the occupants shall be warned at least three days in advance. These fences/boundary markers shall be reinstated as soon as construction is complete.

Care should be taken not to damage private property. No access to homesteads/farms or other such areas is permitted without permission of the resident and on agreement with the Employer's Agent.

The Contractor shall take measures to reduce disruption to users of the area abutting the Site.

**(v) Existing Services and Infrastructure**

The Contractor shall ensure that existing services (road, rail, pipelines, power lines and telephone services) are not disrupted or damaged, unless required by the contract and with the permission of the Employer's Agent.

**(w) Protection of the Public**

The Contractor shall be responsible for the protection of the public, and public property, from any dangers associated with the road construction and associated activities, and for the safe and easy passage of pedestrians and traffic in areas affected by project activities.

Any excavation material, spoil sites and other obstructions or excavations shall be suitably barricaded and/or demarcated with hazard tape.

**(x) Staff Safety and Education**

All staff shall be given an environmental induction course before beginning work on the site.

Telephone numbers of HAZMAT shall be posted conspicuously in the Contractor's office near the telephone.

**F1009 EMERGENCY PROCEDURES**

The following Emergency Procedures shall be submitted by the Contractor 14 days prior to the commencement:

**(a) Fire**

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedure to be followed in the event of a fire.

**(b) Accidental Leaks and Spillages**

The Contractor shall ensure that his employees are aware of the procedure to be followed for dealing with spills and leaks, which shall include notifying the Employer's Agent and the relevant authorities.

The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times.

Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Employer's Agent.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/breakdown and where possible be designed to encapsulate minor hydrocarbon spillage.

The quantity of such materials shall be able to handle a minimum of 200 litres of hydrocarbon liquid spill.

In the event of a fire or accidental leak/spillage, the Contractor shall notify the Employer's Agent as soon as possible, but at least within 48 hours of the incident being noticed.

The telephone numbers for the closest Hazmat offices should be prominently displayed as bitumen and diesel spillage on construction and road building sites are fairly common. The cleanup procedure is critical to prevent contamination.

**F1010 ENVIRONMENTAL AWARENESS TRAINING**

Before any work is commenced on the Site, the Contractor's site management staff including foremen shall attend an environmental awareness training course of approximately one-hour duration presented by the EEA. The Contractor shall liaise with the Employer's Agent prior to the Commencement Date to fix a date and venue for the course. The EEA will provide the course content. The Contractor shall provide a suitable venue and ensure that the specified employees attend the course.

The environmental awareness training course shall be held during normal working hours. The information presented at the course shall be communicated to the Contractors employees on the site, to any new employees coming onto site after the initial training course and to his suppliers as required by the Project Specification.

The Contractor shall ensure that all attendees sign an attendance register, and shall provide the Employer's Agent with a copy of the attendance register the day after each course.

The Contractor shall erect and maintain information posters for the information of his employees depicting actions to be taken to ensure compliance with aspects of the Specifications. These information boards shall be erected at the locations, agreed by the Employer's Agent and should contain the following symbols:

- (a) At working areas: Use drip trays, use toilets, no eating, no littering, no swimming, no picking of flowers, no dogs, no veld fires.
- (b) At eating areas: Use toilets, no littering, no veld fires.

**F1011 EXTERNAL AUDITING AND EVALUATION**

In order to ensure that the Environmental Management Programme is effectively implemented, it is important that regular external audits of the Environmental Management Programme are conducted. An Employers' (EEA) will be appointed by the Employer to undertake these audits on a monthly basis. The Employer's Agent shall arrange that these external audits do take place and that a system for addressing any problems

identified during these audits, is formulated. The relevant documentation shall be kept and shall be available to the public.

#### **F1012 ENVIRONMENTAL MANAGEMENT DURING DECOMMISSIONING**

Environmental Management associated with the decommissioning of this project will ensure that the following items are addressed before issuing of the Completion Certificate and during the defects liability period:

- (a) All cleared sites are rehabilitated with indigenous grass material with a cover of at least 80%.
- (b) All visible alien plants are removed from disturbed sites.
- (c) All recyclable rubble and waste, for example, scrap metal, bottles, cans and plastics are collected and disposed of through a registered recycling company.
- (d) All non-recyclable rubble and solid waste be collected and disposed of at a registered waste disposal facility.
- (e) Provision has been made for stormwater control to prevent erosion from taking place post construction.

#### **F1013 MEASUREMENT AND PAYMENT**

Payment items to cover the Contractor's cost related to compliance with the Environmental Management Plan Implementation are included in the bill of quantities. These items are described under SCHEDULE A – GENERAL in SECTION F: ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION.

#### **F1014 WORK STOPPAGE, NON-COMPLIANCE AND PENALTIES**

The Employer's Agent shall have the right to order work to be stopped in the event of significant infringements of the Environmental Specifications, until the situation is rectified in compliance with the specifications. In this event, the Contractor shall not be entitled to claim for delays or incurred expenses.

Any failure on the part of the Contractor to comply with the EMPr will entitle the Employer's Agent to certify work stoppage subject to the details set out.

The Employer's Agent shall be the judge as to what constitutes a transgression subject to the provisions of the Conditions of Contract. In the event that transgressions continue, the Contractor's attention is drawn to the provisions of the Conditions of Contract, under which the Contract Supervisor and/or Employer may cancel the Contract.

In addition to work stoppage, penalties may be issues where there is damage to the natural or human environment as a consequence of the transgression(s) and/or non-compliance(s). In such an event, the Contractor may be liable to pay a penalty at the instruction of the Employer's Agent.

A list of incidents that may lead to work stoppage are indicated below – this list is not exhaustive:

- (a) Failure to submit Method Statements timeously.
- (b) Failure to stockpile topsoil properly or materials in designated areas.
- (c) Inappropriate use of adjacent watercourses and water bodies.
- (d) Pollution of water bodies – including increased sediment loads.
- (e) Failure to maintain basic safety measures on site.
- (f) Animal poaching (wildlife or domestic).
- (g) Failure to provide waste disposal facilities or services.
- (h) Excess dust or excess noise levels emanating from the Contractor's Camp and construction areas.
- (i) Any person, vehicle, plant or item related to the Contractor's activities causing a public nuisance.
- (j) Failure to carry out liaison with adjacent landowners; causing damage to property without prior negotiation and/or compensation and/or causing other social infringements.
- (k) Failure to control the pollution risks from dispensing fuel or the storage of vehicles and plant (drip trays).

The Contractor shall be responsible for the costs associated with repairing any damage to the natural or human environment that may result from the transgression and/or the result of the work stoppage.

In the event of non-compliance with the requirement of these Environmental specifications, penalties will be imposed at the discretion of the Employer.

The value of any penalty imposed shall be determined in light of the consequential damage caused and the costs required to rehabilitate the damaged area. Values are given for basic non-compliances below and these shall be used to determine the penalty for an identified or notified occurrence.

Payment of any penalty in terms of the contract shall not absolve the Contractor from being liable for prosecution in terms of the any appropriate law.

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty.

The following penalties shall apply for environmental violations:

**F10.01 Penalty for Unnecessary removal or damage to trees for the following girth sizes:**

- (a) 2600 mm girth or less ..... R5 000 per tree
- (b) Greater than 2600 mm, but less than 6180 mm ..... R10 000 per tree
- (c) Greater than 6180 mm girth ..... R30 000 per tree

**(b) Serious violations:**

- (a) Hazardous chemical/oil spill and/or dumping in non-approved sites ..... R10 000 per incident
- (b) General damage to sensitive environments ..... R5 000 per incident
- (c) Damage to cultural and historical sites ..... R5 000 per incident
- (d) Uncontrolled/unmanaged erosion
- (e) (plus rehabilitation at contractor's cost) ..... R1 000 to R5 000 per incident
- (f) Unauthorised blasting activities ..... R5 000 per incident
- (g) Pollution of water sources ..... R10 000 per incident

**(c) Less serious violations:**

- (a) Littering on site ..... R1 000 per incident
- (b) Lighting of illegal fires on site ..... R1 000 per incident
- (c) Persistent or un-repaired fuel and oil leaks ..... R1 000 per incident
- (d) Any person related to the contractor's operations found within the designated "no-go" areas ..... R500 per incident
- (e) Any vehicles or equipment related to the contractor's operations found within the designated "no-go" areas ..... R3 000 per incident
- (f) Excess dust or excess noise emanating from site ..... R1 000 per incident
- (g) Dumping of milled material in side drains or on grassed areas ..... R1 000 per incident
- (h) Possession or use of intoxicating substances on site ..... R500 per incident
- (i) Any vehicles being driven in excess of designated speed limits ..... R500 per incident
- (j) Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife ..... R2 000 per incident
- (k) Illegal hunting ..... R2 000 per incident
- (l) Urination and defecation anywhere except in designated areas ..... R500 per incident

The Employer's Agent's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMPr is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

**ANNEXURE A: LIST OF PRE-CONSTRUCTION REQUIREMENTS**

NUMBER	DESCRIPTION
<b>1</b>	<b>METHOD STATEMENTS</b>
1a	Layout and preparation of the construction camp.
1b	Location, layout and preparation of cement/concrete batching facilities including the methods employed for the mixing of concrete including the management of runoff water from such areas.
1c	Contaminated water management plan, including the containment of runoff and contaminated water.
1d	Dust control.
1e	Source of water for compaction and dust suppression.
1f	Method for the control of erosion during bulk earthwork operations, including erosion of spoil material.
1g	Methods for abstracting water from rivers or other water sources including measures to prevent pollution and sedimentation.
1h	Emergency spillage procedures, including hydrocarbons, and compounds to be used.
1i	Method of diverting stormwater during construction.
1j	Solid waste control and removal of waste from Site.
1k	Method for the construction of the bridge and the removal of the existing structure. This must include detailed procedures for working within the streambed and the prevention of sedimentation through the construction of temporary coffer dams.
<b>2</b>	<b>CONTRACTOR'S ENVIRONMENTAL REPRESENTATIVE</b>
2a	The Contractor must appoint in writing of their Environmental Representative and provide proof thereof to the Engineer and Employers' Environmental Agent.
<b>3</b>	<b>ENVIRONMENTAL INDUCTION/EDUCATION</b>
3a	Contractor's management staff to have attended environmental awareness session from the Employers' Environmental Agent.
<b>4</b>	<b>SITE OFFICE LOCATION</b>
4a	Localities for the site office and storage yard areas to be approved by the Engineer and Employers' Environmental Representative.
<b>5</b>	<b>ENVIRONMENTAL POLICY</b>
5a	Contractor to submit Environmental Policy to the Employers' Environmental Representative.

**ANNEXURE B: LIST OF DURING CONSTRUCTION REQUIREMENTS**

<b>NUMBER</b>	<b>DESCRIPTION</b>
<b>1</b>	<b>TO BE SUBMITTED TO EMPLOYERS' ENVIRONMENTAL AGENT ONCE CONSTRUCTION HAS COMMENCED</b>
1a	The Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Engineer.
1b	The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, information regarding the complaint itself and measures taken to address the complaint.
1c	Localities for site office, storage yards, stockpile and spoil areas approved by the EEA.
1d	All Contractor staff made aware of the environmental sensitivities of the site and should be reminded regularly through toolbox talks that they must not litter, must use toilets etc. The EEA can provide a booklet to assist the Contractor with this compliance activity.
1e	The Contractor must ensure that a hard copy of the project EMP (and all other environmental approvals) is kept on site at all times. Hard copies of all monthly EEA reports must also be kept on site.
1f	Letter of agreement from site office landowner to be submitted to the EEA.
1g	Letters of agreement from stockpile and/or spoil area landowners to be submitted to the EEA.
1h	A hydrocarbon spill kit must be purchased and kept at the site office/workshop.
1i	Identify and engage the local registered landfill site that will accept the construction waste generated on site.
1j	Identify and engage the appropriately registered landfill site or service provider that will accept the hazardous waste generated on site.
1k	Appropriate bunded areas must be constructed for storage of fuel and other hazardous substances.
1l	Workshop and vehicle washbay area constructed to EMP specifications.
1m	Department of Water and Sanitation (DWS) permit obtained for water abstraction from surface water sources (eg. dams, rivers, streams) if these are to be used for construction water on site.
1n	Department of Water and Sanitation (DWS) permit obtained for release of treated effluent water from water treatment plant on site (if required or necessary).

**ANNEXURE C: LIST OF REHABILITATION PHASE REQUIREMENTS**

NUMBER	DESCRIPTION
<b>1</b>	<b>REHABILITATION PLAN</b> The Contractor shall provide the Employers' Environmental Agent and Engineer with a comprehensive plan for rehabilitation of the entire site. This plan must meet the approval of the Employers' Environmental Representative and Engineer. The Rehabilitation Plan must be submitted (at the latest) once 50% of the project works have been completed.
1a	The Plan should be flexible – where measures are found to be inefficient, the plan shall be modified, at no additional cost to the Employer.
1b	The Contractor shall be responsible for successful rehabilitation and re-vegetation of the site, for a minimum period of 12 months after construction is complete.
1c	The Plan shall include the eradication of young alien invasive plant species that may have become established during the construction period, in impacted areas and in rehabilitated areas.
1d	The growth of alien invasive plant species shall be monitored during the 12 months period following construction.
1e	The Plan shall include grass seed mixes applicable to summer and winter.
1f	The Plan shall include suitable fertilisers and application rates.
1g	Successful re-vegetation means $\geq 80\%$ of the seeded area is covered with grass/groundcover.
1h	Where there is insufficient topsoil to cover an area to specified depth, the Contractor shall import suitable topsoil at no cost to the Employer.
1i	Consideration should be given to using established seedlings of indigenous grasses such as <i>Digitaria eriantha</i> and <i>Cenchrus ciliaris</i> to at least augment the use of aliens in re-vegetation of bare areas. On eroded soil chopped bush should be spread over bare surfaces, the soil should be re-seeded and the veld rested.

**ANNEXURE D: LIST OF TYPICAL ENVIRONMENTAL IMPACTS ASSOCIATED WITH ROAD CONSTRUCTION PROJECTS**

Contents	Environmental Impacts			
	Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation
Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds

Contents	Environmental Impacts			
	Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation
	Storage Noise/lights Dust control	Demarcate sensitive areas Maintenance of windrows		
Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil
Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil
Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil
Ancillary roadworks	Waste treatment Hazardous waste	Selection of site Preserve indigenous vegetation	Selection of site Preserve indigenous vegetation	Preserve indigenous vegetation Preserve topsoil



Contents	Environmental Impacts			
	Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation
	Water supply Spillage Storage	Preserve topsoil	Preserve topsoil	Management of weeds
Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds

**SCMU10-25/26-0006**

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO. SCMU10-25/26-0006**

**RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE  
HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS**

<p><b>C3.7    SECTION G1: ENGAGEMENT AND DEVELOPMENT OF SMME CONTRACTORS SPECIFICATIONS</b></p>
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**SECTION G1: ENGAGEMENT AND DEVELOPMENT OF SMME CONTRACTORS SPECIFICATIONS**

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## G1.1 SCOPE

This specification contains all requirements applicable to the Contractor for the engagement and development of SMME contractors during the construction stage.

## G1.2 THE DEFINITIONS AND INTERPRETATIONS

For the purposes of this section of the Project Specification, the definitions given in the General Conditions of Contract for Construction Works 2015, the Standard Specifications and the Project Specifications, together with the following definitions shall apply:

- (a) **"Main Contract"**: Any contract for the execution of civil engineering or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Construction Works 2015.
- (b) **"Project Management Team (PMT)"**: A team that is set up after award of the contract, consisting of the Contractor, the Engineer and a delegated person from the Employer. The function of the PMT will be to consult regarding the management of the subcontracts involving SMMEs. The Employer's representative will decide which party is to chair and lead the team. Minutes of these meetings will be taken by the Engineer.
- (c) **SMME Construction Manager**: Person appointed to guide, assist and mentor all eligible potential SMMEs.
- (d) **Small, Medium and Micro Enterprises**: An Affirmable Business Enterprise which adheres to statutory labour practices, is a legal entity, registered with SARS and continues to operate as an independent enterprise for profit, providing a Commercially Useful Function as per Employer Procurement Procedures policy.
- (e) **SMME Sub-Contractor**: An Emerging Contractor referred to as SMME, who has been appointed to tender and provide works as part of the total service required by the Employer for the Contract.
- (f) **Sub-contractor**: A contractor who contracts with the Main (Prime) Contractor to provide works as part of the total services required by the Employer for that Contract.
- (g) **SMME Package**: Specified work package identified for execution by SMME's. The identifiers are Employer, Main Contractor and Management Team.
- (h) **Joint Venture**: An association of firms, companies or businesses for which purpose they combine their expertise, efforts, skills and knowledge to execute the Contract.

## ACRONYMS

CETA	-	CONSTRUCTION EDUCATION AND TRAINING AUTHORITY
CIDB	-	CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
DoL	-	DEPARTMENT OF LABOUR
EC DT	-	EASTERN CAPE DEPARTMENT OF TRANSPORT
GCC	-	GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS
PMT	-	PROJECT MANAGEMENT TEAM
SARS	-	SOUTH AFRICAN RECEIVER OF REVENUE
SEDA	-	SMALL ENTERPRISE DEVELOPMENT AGENCY
SMME	-	SMALL MEDIUM & MICRO ENTERPRISE
SANS	-	SOUTH AFRICAN NATIONAL STANDARDS

### **G1.3 WORK PACKAGES**

The list of work packages summarised below has been identified as possible work packages for the sub-contractors. These packages are not all inclusive and contractors are encouraged to exceed the minimum requirements.

The work packages that are ultimately put out to SMME tender will be discussed and agreed on between the Main Contractor and the Engineer taking into consideration amongst other factors the Contractors accepted Programme and the responsibility to meet the time frame requirements of the Programme.

#### **(a) IWO on Construction Stage (IWO Identification of Work Opportunities)**

During the construction stage, the Contractor or Employer through relevant structures (PMT or Project Review Meeting) may identify additional work to be performed by SMMEs. This additional work will also follow the specification in terms of scheduling and procuring SMMEs for such work.

The Contractor will note that all work measured in the Bills of Quantities is the Contractor's sole responsibility. This also applies where SMMEs have been identified for a particular portion of works in its entirety.

The SMME's will be responsible for procuring all required materials, labour, equipment and any other incidentals to undertake the works subcontracted to them unless otherwise specified by Employer before tender or approved by the Project Management Team during construction.

The Contractor will supervise and manage the SMME work at all times to ensure compliance with the specifications and drawings.

### **G1.4 CONSTRUCTION PHASE**

According to the agreed SMME Works Packages Schedule the Contractor will start with the procurement of SMMEs at construction phase. The Contractor will advertise for competent SMMEs who meet the functionality requirements. Responsive SMME will be shortlisted for tender. The Contractor will only invite responsive SMMEs. Any problems encountered should be reported back to the engineer at the PMT meeting before the monthly Site Meeting.

#### **(a) Tender process for SMMEs**

SMMEs sourced through a tender process shall not be considered as Nominated Subcontractors.

#### **(b) Tender invitation**

A minimum of 6 (Six) tenders are to be obtained for each subcontract package to be performed by SMMEs. The Contractor will request the SMME from the list of responsive SMME's.

#### **(c) Compilation and issue of tender documents**

The Engineer shall compile the tender documents in such a manner that it will facilitate the achievement of all objectives and principles pertaining to procurement and development of SMMEs as stated in or as may reasonably be inferred from the conditions of this contract.

All tender documentation shall be reviewed, approved and issued by the Contractor with all cost associated with preparing copies of tender documents deemed to be included in the mark-up provision allowed for the various SMME work packages. The tender or quotation document will be issued to invited SMMEs at NO COST and the contractor is to make due allowance for cost in his tender price.

The Sub-Contract Agreement will be in accordance with SAFCEC and will be compiled by the Main Contractor with the assistance of the Engineer. The Main Contractor shall be responsible for the compilation of each subcontract agreement and ensuring that the terms and conditions are consistent with all requirements as specified in or reasonably to be inferred from the provisions of this Contract. All costs associated with the tender process including the conclusion of the agreement are for the Contractor's account.

In addition to the provisions of clause 4.4 of the General Conditions of Contract for Construction Works 2015, the final terms and conditions of each subcontract agreement shall be subject to the approval of the PMT. The Contractor may not enter into any subcontract agreement that contains terms more onerous or disproportionate to the risks inherent in the main contract for either the SMME or the Contractor.

**(d) Facilitate of a Site Briefing Session**

The Contractor shall facilitate a Site Briefing Session for the invited SMMEs. The Main Contractor will also make sure that all relevant parties (PMT) are present and given an opportunity to present specific aspects of the requirements pertaining to their tender sections.

**(e) Pre-Tender Assistance to the SMMEs**

At the briefing session, the Main Contractor assisted by the PMT members will ensure the prospective SMME Tenderers fully comprehend the:

- (i) Implications, liabilities and responsibilities inherent in the particular basic level of subcontract applicable;
- (ii) scope and extent of the portion of the works included in the subcontract;
- (iii) the requirements for quality control of works
- (iv) the requirements for occupational health and safety
- (v) proper procedures for the submission of the tenders;
- (vi) procedures and basis on which tenders will be adjudicated and the subcontracts awarded.

**(f) Tender Adjudication**

- (i) The Contractor shall receive all tenders at a location identified by him. All sealed tender submissions will be placed in a proper tender box provided by the Contractor for this purpose. A submission register will be maintained by the Contractor for all tenders received.
- (ii) All tenders received shall be evaluated by the Contractor. The draft tender evaluation report shall be distributed to the PMT members 5 working days prior to the PMT meeting for comments and perusal in order to finalize the evaluation before the meeting. The format of the tender evaluation report must be agreed upon at the first PMT meeting. The evaluation of the Occupational Health and Safety plans will be done by the Contractor's SHE Officer. A copy will be forwarded to the client's OHS representative.
- (iii) The PMT shall have the right to interview any tenderer for the purpose of:
  - clarifying any aspect of the tender;
  - querying abnormally high or low rates and prices, and
  - clarifying rates and prices which are not in balance with other tendered rates and prices.
- (iv) The Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.

**(g) Award of Tender**

The Contractor shall explain his evaluation process to the PMT for endorsement.

**(h) Sub-Contract Agreement**

In accordance with the provisions of Clause 4.4 of General Conditions of Contract for Construction Works 2015, and subject always to the further provisions of this specification, the terms and conditions of each subcontract agreement shall be as mutually agreed in writing between the PMT, Contractor and the SMME. Each subcontract agreement, which is entered into by the Contractor in accordance with the requirements of this specification, shall contain terms and conditions, which assign the responsibilities and liabilities of the two parties to the subcontract.

The terms and conditions of the subcontract agreement shall specifically ensure that the provisions of this contract pertaining to:

- (i) the allowable sources from which workers may be drawn in terms of the contract;
- (ii) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works; and
- (iii) any training to be provided to the temporary workforce;
- (iv) Occupational health and safety.
- (v) Use of labour intensive methods

shall apply as is in respect of all workers engaged and employed by any SMME.

**(i) Appointment of full time SMME Construction Manager**

A full time SMME construction manager will be appointed depending on the number and sizes of SMME Packages. The SMME Construction Manager(s) will manage the SMMEs and report monthly on progress of each SMME to the Project Management Team (PMT).

The Construction Managers must be adequately experienced with SMME work(s) and the development thereof and will be subject to the approval of the Employer. The SMME Construction Manager will render fulltime assistance to and mentor the SMMEs and shall:

- (i) assist, guide and mentor at a level and to the extent which is commensurate with the particular basic level of subcontract applicable, due cognizance being taken of the capability which could reasonably be expected of potential SMMEs eligible to execute works for the particular level of subcontract applicable;
- (ii) assist, guide and mentor in a manner which does not unfairly prejudice or favour any particular eligible party working on the same site,
- (iii) possess a minimum of ten years site based experience in the civil engineering construction industry and have a sound knowledge of the minimum requirements to carry out construction work effectively and efficiently.
- (iv) possess 5 years civil engineering administrative experience and SACPCMP as a construction manager.
- (v) be registered with ECSA as at least a professional technician and SACPCMP as a construction manager.
- (vi) maintain the program of the subcontract; ensure continuous monitoring and implementation of necessary interventions.

The SMME Construction Manager(s) will guide, assist and mentor the SMME Subcontractors throughout the Contract and keep a detail monthly record of their performance in a format to be submitted by the client.

**(j) Dispute Resolution Procedures**

The Contractor shall at all times:

- (i) apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the particular SMME concerned, as well as the level of subcontract applicable;
- (ii) closely manage and supervise all SMMEs and wherever feasible, shall give reasonable warning to SMMEs when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the SMMEs reasonable opportunity to rectify any such contravention or to avoid such contravention and shall render all reasonable assistance to the SMME in this regard.

- (iii) If no agreement can be reached between the contractor and the sub-contractor, the matter shall be referred to a PMT

When taking any actions or imposing any penalties as are provided for in the subcontract, the Contractor shall explain fully to the SMMEs that such actions are provided for in the subcontract. If any dispute should arise between the Contractor and a SMME such dispute shall be resolved by PMT.

**(k) Quality of Work and Performance of the Sub-Contractor**

If the Subcontractor, in the opinion of the Contractor, fails to comply with the criteria as listed below, the Contractor shall issue a written warning to the Sub-Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Engineer. These criteria include:

- (i) Acceptable standard of works as set out in the specifications in the subcontract tender document
- (ii) Progress in accordance with the time constraints in the Subcontractor's tender document
- (iii) Punctual and full payment of the workforce and suppliers
- (iv) Site health and safety
- (v) Environmental impacts.

The Subcontractor shall have 14 days from the date of receipt of the warning letter from the Contractor to satisfactorily rectify the issues raised by the Contractor, with the exception of point (iv) and (v), for which the response time shall be 24 hours. If a satisfactory solution cannot be reached this will be sufficient grounds for the Main Contractor to terminate the contract provided the Project Management Team is satisfied that the Main Contractor has made every effort to correct the performance by the Subcontractor.

**(l) Payment of SMMEs**

- (i) SMME subcontractors are to be invited to submit their payment certification or claim monthly and are to be paid by the Contractor within 14 (fourteen) days of receipt of invoice.
- (ii) Payment to SMMEs may not be delayed pending payment of the Contractor by the Employer.
- (iii) Payment to SMMEs may not be subjected to set off costs unless provided for in law, and may not exceed 5% of the payment, unless approved by the Employer.
- (iv) Payment to SMMEs may not be discounted for early payment.
- (v) No interim payment of the SMME invoice may be unfairly withheld or delayed for whatever reason.
- (vi) The Contractor must acknowledge and honour cessions in favour of recognised financiers or suppliers of the SMME unless otherwise presented to PMT and approved.

**(m) Contractor's Liability**

No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction Works 2015, the Contractor shall be fully liable for the acts, defaults and neglects of any SMMEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

Any failure or neglect by the Contractor to comply with the provision of the specifications, or any omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Engineer to act in terms of Clause 9.2 of the General Conditions of Contract for Construction Works 2015.

**(n) Performance Guarantee:**



The following Performance Guarantees will be applied on the SMME Sub-Contracts;

(i)	up to R1 000 000	shall be zero percent	(0%);
(ii)	R1, 000, 001 to R4, 000, 000	shall be five percent	(3%);
(iii)	Exceeding R4, 000, 000	shall be ten percent	(6%)

All the above will be of the accepted SMME Sub-Contract Value and will be required from SMMEs as per Sub-Contract Agreement. Where such guarantees are provided by SMME, the return of same will be related to the time when the work carried out by the SMME is complete to the satisfaction of the Contractor and the Engineer.

**(o) Retention**

A five percent (5%) of the Sub-Contract Value will be deducted as retention on SMME, (excluding VAT) with half to be released on issue of the Completion Certificate for the specific SMME Sub-Contract with the remaining retention released on issuing of the Final Approval Certificate after the 12 months Defects Liability Period. This deduction will made on each payment certificate till it reaches the maximum of 5% of the Sub-Contract Value.

**(p) Measurements & Payments for managing and supervising SMME's**

An item has been measured in the Bill of Quantities allowing the Contractor to price for the cost to manage and supervise the SMMEs during the execution of their works. The price tendered will be deemed to include all incidentals by the Contractor to comply with the conditions of this specification. No other claims will be entertained should SMMEs affect the contract works in any way, and the Contractor shall deem to include such effects in the handling cost percentage for the different SMME work packages above.

**(q) Sub-Contracting by SMME**

The Contractor shall not permit SMME subcontractors to further subcontract on any other conditions than those applying in the project specification to subcontractors or SMME subcontractors.

**(u) Joint Venturing & Consortium**

The Contractor shall not permit the invited SMME Sub-contractor to enter into Joint Ventures or form a consortium with an external SMME(s) unless PMT approves so before the tender submission. The Invited SMME may only be allowed to enter into Joint Venture or form a consortium with the other invited SMME(s) on the package concerned.

**G1.5 SANCTIONS**

In the event that the Contractor fails to substantiate that any failure to achieve the SMME Subcontractor Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable to pay to the Employer a financial penalty (P) calculated in accordance with the following formula:

$$P = 1,05 \times (L_M - L_A) \times V_A.$$

Where:

P = Rand value of penalty payable.

V<sub>A</sub> = Award value (Contract Price exclusive of VAT, and allowances for contingencies and escalation)

L<sub>M</sub> = SMME Goal % stated in the Project Document

L<sub>A</sub> = The SMME component % which the Employer's Representative certifies as being achieved upon completion of the contract.

**G1.6 MEASUREMENT AND PAYMENT**

Payment items to cover the Contractor's cost related to the Engagement and Development of SMME Contractors are included in the Bill of Quantities. These items are described under SCHEDULE A – GENERAL in SECTION G1: ENGAGEMENT AND DEVELOPMENT OF SMME CONTRACTORS.

Item	Unit
<b>G10.01 Appointment of full time SMME Construction Manager and Mentor (As approved by Engineer's Agent):</b>	
(a) Cost arising from employment of a full time SMME Construction Manager and Mentor .....	provisional sum
(b) Handling cost and profit in respect of subitems G10.01(a) .....	percentage (%)
<b>Item</b>	<b>Unit</b>
<b>G10.02 Contractor's management and supervision of SMME Contractors .....</b>	<b>month</b>
<b>Item</b>	<b>Unit</b>
<b>G10.03 Training of SMME Contractors:</b>	
(a) Provision of structured accredited skills training .....	provisional sum
(b) Provision of training venue .....	provisional sum
(c) Handling cost and profit in respect of subitems G10.03(a) and (b) .....	percentage (%)
<b>Item</b>	<b>Unit</b>
<b>G10.04 Additional costs related to SMMES work packages (as approved by Employer's Agent), for:</b>	
(a) SMME Contractors General Obligations and OHS requirements .....	prime cost (PC) sum
(b) Rate variations .....	prime cost (PC) sum
(c) Handling cost and profit in respect of subitems G10.04(a) and (b) .....	percentage (%)

**SCMU10-25/26-0006**

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO. SCMU10-25/26-0006**

**BRIDGE CONSTRUCTION FOR HAMBURG CONSTRUCTION PROJECT FOR A PERIOD OF 12  
MONTHS**

<p><b>C3.8    SECTION G2: ENGAGEMENT OF LOCAL RESOURCES / SUPPLIERS SPECIFICATIONS</b></p>
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<b>SECTION G2: ENGAGEMENT OF LOCAL RESOURCES / SUPPLIERS SPECIFICATIONS</b>
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## 1 SCOPE

The specification sets out the requirements relating to the employment of local resources and enterprises by involving the community through the established structures. The specification relates to the engagement of targeted enterprises on a contract for the provision of goods, services or engineering and construction works.

A Contract Participation Goal (CPG) is used to measure the outcomes of a contract in relation to the engagement of targeted enterprises or to establish a target level of performance for the contractor to achieve or exceed in the performance of a contract.

The Standard is aligned to SANS 10845 Construction Procurement, Part 5: Participation of targeted enterprises in contracts.

## 2 TERMS AND DEFINITIONS

For the purposes of this document, the following terms and definitions apply.

### **allowance**

amount provided for in the contract by the employer relating to one or more of the following:

- a) the performance by the contractor of work or services that are foreseen but cannot be accurately specified at the time that the contract was entered into;
- b) work or services to be performed, or goods provided, by a subcontractor who is either nominated by the employer or is selected by the employer in consultation with the contractor after the award of the contract;
- c) provision for price adjustment for inflation; or
- d) other budgetary provisions intended to cover employer risks.

### **commercially useful function**

performance of real and actual work, or the provision of services, in the discharge of any contractual obligation which includes, but is not limited to, the performance of a distinct element of work which the enterprise has the skills and expertise to undertake and the responsibility for management and supervision

### **contract amount**

financial value of the contract

- a) at the time of the award of the contract, exclusive of all allowances and any value added tax or sales tax which the law requires the employer to pay to the contractor (targeting strategy A); or
- b) upon completion of all contractual obligations, exclusive of any value added tax or sales tax which the law requires the employer to pay to the contractor (targeting strategy B)

### **contract participation goal**

#### **CPG**

value of goods, services and works for which the contractor contracts targeted enterprises exclusive of any value added tax or sales tax which the law requires the employer to pay to the contractor, expressed as a percentage of the contract amount associated with the targeting strategy that is identified in the targeting data

### **contractor**

person or organization that contracts to provide the goods, services or engineering and construction works covered by the contract

### **control**

possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of an enterprise, and the active and continuous exercise of appropriate managerial and financial authority and power in determining the policies and directing the operations of the said enterprise

### **employer**

person or organization entering into the contract with the contractor for the provision of goods, services, or engineering and construction works

**employer's representative**

person authorized to represent the employer and named as such in the contract data or targeting data

**joint venture**

grouping of two or more contractors acting as one legal entity, where each is liable for the actions of the other [ISO 6707-2:1993, definition 3.4.22]

**manufacturer**

sole trader, partnership or legal entity that operates or maintains a factory or establishment that produces on its premises, goods required in terms of the contract

**main contractor**

contractor who subcontracts part of his contract  
[ISO 6707-2:1993, definition 3.8.13]

**ownership**

legal right of possession, including the right of disposition, and sharing in all the risks and profits commensurate with the degree of ownership interest or shareholding, as demonstrated by an examination of the substance, rather than the form, of ownership arrangements

**participation parameter**

fraction of the contract or subcontract which may be used to represent the value of the contribution and value of the commercially useful function performed by targeted partners in a joint venture

**supplier**

sole trader, partnership or legal entity that owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public (or all three) in the usual course of business

**targeted enterprise**

sole trader, partnership or legal entity which is engaged in the performance of the contract and defined as the target group in the targeting data

**targeted enterprise declaration affidavit**

affidavit, of the format provided for in the procurement documents, which confirms the bona fides of a targeted enterprise

**targeted partner**

targeted enterprise functioning as a partner in a joint venture

**targeting data**

data, provisions and variations that make this part of ISO 10845 applicable to a particular contract

**targeting strategy**

an approach which is pursued to make a contract participation goal an obligation of contract

**targeting strategy A**

targeting strategy which

- a) involves the granting of tender evaluation points by the employer in the evaluation of tender offers in return for the tendering of a contract participation goal or an undertaking to attain a specified contract participation goal at the time that tenders are evaluated, or
- b) requires a contractor to achieve a minimum specified goal in the performance of a contract, or
- c) involves both (a) and (b)

**targeting strategy B**

targeting strategy which

- a) involves the payment of a financial incentive to a contractor for the attainment of a specified contract participation goal, or

- b) requires the contractor to record and report on the quantum of work generated for targeted labour

*NOTE Targeting strategy A bases the contract participation goal on the tendered amount minus allowances, i.e. on the expenditure which the contractor can commit to at tender stage. This strategy allows the employer to adjust the contract participation goal to take account of any failure to achieve such goal in the performance of the contract due to factors which are beyond the contractor's control or are unforeseen at tender stage. Targeting strategy B measures the contract participation goal based on the final contract value.*

### **3 REQUIREMENTS**

#### **3.1 Contract participation goal**

The contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements, exclusive of any value added tax or sales tax required by law, is sufficient to achieve the contract participation goal for the targeting strategy specified in the targeting data.

The contractor shall, in the case of targeting strategy A, submit to the employer's representative details of his plan to achieve the contract participation goal, within five working days of being instructed to do so. If no such instructions are given, these plans shall be submitted before the submission of the first claim for payment.

*NOTE* The information contained in the contract participation goal implementation plan facilitates, in the first instance, the monitoring of the performance of the contractor in terms of his contract participation goal obligations and, in the second instance, the making of any adjustments to compensate for quantitative underruns, the elimination of items, etc. (see Clause 6).

#### **3.2 Achieving the contract participation goal**

##### **3.2.1 General**

A contractor shall achieve the contract participation goal by any of the following means, unless otherwise specified in the targeting data

- a) Method 1: by virtue of his targeted enterprise status,
- b) Method 2: by entering into a joint venture agreement with one or more targeted partners as set out in 3.2.3,
- c) Method 3: by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract,
- d) Method 4: by engaging non-targeted enterprises who, in turn, engage one or more targeted enterprises to perform commercially useful functions in the performance of the contract,
- e) Method 5: by engaging non-targeted enterprises who, in turn, enter into joint venture agreements with one or more targeted partners as set out in 3.2.3 to perform commercially useful functions in the performance of the contract, or by any combination of Methods 1 to 5.

##### **3.2.2 Verification of the status of targeted enterprises**

Contractors shall submit completed targeted enterprise declaration affidavits and, where targeting strategy A applies, letters of undertaking to act as subconsultants, subcontractors, suppliers, manufacturers or service providers, with respect to each and every targeted enterprise and targeted partner whose contribution shall be counted towards the contract participation goal. These documents shall, unless otherwise specified in the targeting data, be submitted to the employer's representative before the submission of the first claim for payment.

##### **3.2.3 Joint ventures**

###### **3.2.3.1 General**

Contractors shall develop joint venture agreements with targeted partners in order to fulfil contract participation goal obligations.

Credits towards the achievement of the contract participation goal shall only be granted subject to compliance with the following requirements:

- a) the targeted partner shares in the following aspects of the joint venture in an appropriate and meaningful manner, consistent with reasonable business practices:
  - 1) ownership,
  - 2) control,
  - 3) management responsibilities,
  - 4) risks, and
  - 5) profits,
- b) the targeted partner is responsible for a clearly defined portion of the contract, and
- c) the targeted partner performs part of the defined portion of the contract for which he is responsible, using his own resources or resources hired by him independently of his non-targeted partners.

#### 3.2.3.2 Participation parameter

The participation parameter shall be equated to the lesser of

- a) the financial value of the contract for which the targeted partner is responsible, and
- b) twice the financial value of the contract which the targeted partner performs using his own resources or resources hired by him independently of his non-targeted partners,

expressed as a fraction of the contract amount or value of the work performed by the joint venture.

EXAMPLE If targeted partners within a joint venture have, in total, a participation parameter of 0,15 in a contract with a contract amount of R 10 million, the targeted partners are responsible for work to the certified value of at least R 1,5 million ( $0,15 \times R\ 10\ \text{million}$ ). Work to the value of at least R 750 000 (50 % of R 1,5 million) is carried out using their own resources or resources hired by them independently of their non-targeted partners.

#### G2.3.2.3.3 Joint venture disclosure forms

Details of any joint ventures developed with targeted partners shall be disclosed on the joint venture disclosure form and shall be submitted before the submission of the first payment certificate or as otherwise agreed, in writing, with the employer.

### 3.3 Contract participation goal credits

#### 3.3.1 Granting of credits

Credits towards the contract participation goal shall be granted by converting the value of the following (exclusive of any value added tax or sales tax required by law) to a percentage of the contract amount, as relevant:

- a) the total monetary value of the contributions made by targeted enterprises, other than targeted enterprises who are suppliers, in fulfilling contractual obligations, subject to such targeted enterprises not subcontracting more than 15 % of the value of their contribution to non-targeted enterprises;
- b) 50 % of the expenditure on goods required for the contract, which are obtained from suppliers who are targeted enterprises, subject to such enterprises not subcontracting more than 15 % of the value of their contribution to non-targeted enterprises;
- c) the total monetary value of expenditures made to manufacturers who are targeted enterprises;
- d) the total monetary value with respect to fees or commissions charged by targeted enterprises, which in the opinion of the employer are reasonable, justifiable, and not excessive when compared with fees or commissions normally allowed for similar services, with respect to:



- 1) the provision of professional, technical or managerial services, including those required for the acquisition of essential personnel, facilities, equipment and goods necessary for the performance of the contract,
  - 2) the delivery of goods required in the performance of the contract (but not the cost of the goods themselves) when the transporter or delivery service is not also the manufacturer or supplier (or both), and
  - 3) the provision of any bonds or insurance policies specifically required for the performance of the contract;
- e) the total monetary value of the contributions made by joint ventures with targeted partners multiplied by the associated participation parameter with respect to each targeted partner, subject to compliance with the requirements of 3.2.3, and the total monetary value of such contributions being halved where such joint venture is a supplier who is not a main contractor; and
- f) in the case of a contractor who is a targeted enterprise, the monetary value of the work performed using his own employees and resources and 10 percent of the value of the subcontracts to non-targeted enterprises.

*NOTE 1 The credits calculated in terms of (a) to (e) apply also with respect to non-targeted enterprises engaged by the contractor in the performance of the contract, should such enterprises comply with the relevant requirements provides illustrative examples as to how a contractor can fulfil his contract participation goal obligations.*

*NOTE 2 Where targeted enterprises subcontract more than 15 % of the value of the contribution to non-targeted enterprises, the credits are limited to the actual value of the contributions made by targeted enterprises.*

### 3.3.2 Denial of credits

#### 3.3.2.1 Case 1

No credits shall be granted should the contractor make a direct payment to a supplier, manufacturer or plant hire or lease company on behalf of a targeted enterprise when such payment is recovered by making deductions from payments to the targeted enterprise in connection with the contract; or should the contractor fail to enter into written contractual agreements with the relevant targeted enterprises.

#### 3.3.2.2 Case 2

Credits claimed towards the contract participation goal shall be denied where written contractual agreements contain any of the following:

- a) a right to set off in favour of the employing contractor not provided for by law;
- b) authoritarian rights given to the employing contractor or his agent, with no recourse to independent adjudication in the event of a dispute arising;
- c) payment procedures based on a pay-when-paid system;
- d) a dispute resolution process which does not include inexpensive alternative dispute resolution procedures, such as mediation or adjudication, but which only makes use of formal proceedings such as arbitration or litigation; or
- e) conditions which are more onerous than those which exist in the main contract.

Credits shall be denied should targeted enterprises not adhere to statutory labour practices or fail to perform commercially useful functions.

## 4 COMPLIANCE WITH REQUIREMENTS

### 4.1 General

The contractor shall enter into written contractual agreements with all the targeted enterprises and targeted partners cited in the contract participation goal implementation plan and shall, as soon as is practicable, furnish the employer's representative with copies of such agreements and the written acceptances thereof. The contract to be performed by the targeted enterprises and targeted partners shall, in the case of targeting strategy A, thereafter neither be reduced in scope, nor terminated without the prior written approval of the employer's representative, which shall not be unreasonably withheld or delayed.

#### **4.2 Substitutions**

Where targeting strategy A applies and in the event that, through no fault of the contractor, a contracted targeted enterprise is found to be

- a) unable to perform,
- b) unable to perform on time,
- c) unable to produce acceptable work,
- d) unwilling to perform work required, or
- e) not fit to perform the service;

the contractor shall notify the employer's representative of the apparent necessity to reduce or terminate such a targeted enterprise's contract, citing the reasons therefor.

In the event that the employer approves the contractor's request to be relieved of his obligation to make use of a contracted targeted enterprise, the contractor shall either provide a substitute targeted enterprise to take over the contract, or engage a targeted enterprise on another aspect of the contract so as to secure the required credits to achieve the contract participation goal. The contractor shall, in such circumstances, submit to the employer a targeted enterprise declaration affidavit with respect to the proposed substitute targeted enterprise, and supply details of the nature and value of the contract which shall be performed by such an enterprise.

Contracts with contracted targeted enterprises may only be terminated, and new contracts entered into with substitute targeted enterprises for the purpose of securing credits towards the contract participation goal, with the employer's approval, which shall not be unreasonably withheld. Where the employer approves such substitutions, the contractor shall comply with all the requirements of this part of ISO 10845.

The employer may, at his sole discretion and upon the basis of evidence submitted by the contractor in support of fruitless efforts in good faith to secure substitute targeted enterprise participation, grant a waiver with respect to contract participation goal obligations.

NOTE Subclause 4.2 is only applicable where targeting strategy A applies.

#### **4.3 Bona fides of targeted enterprises**

Where, in the case of targeting strategy A, an enterprise under contract was initially considered to be a targeted enterprise but is later discovered not to be so, or is found not to be creditable towards contract participation goals, the employer may consider a partial waiver of the contractor's obligations towards the achievement of the contract participation goal with respect to such a targeted enterprise, should the contractor satisfactorily demonstrate that he was justified in believing the enterprise to be a targeted enterprise and that eligibility standards were not violated.

### **5 RECORDS**

#### **5.1 Submission of documentation**

The contractor shall submit all the documentation required in terms of 3.1, 3.2.2, 3.2.3, 4.1 and 4.2 in a timely manner and, together with his programme of activities, a schedule which clearly indicates the expected delivery dates of goods provided by targeted enterprises or the commencement and completion dates of work and services to be performed by all the targeted enterprises engaged on the contract for the purpose of securing credits towards the contract participation goal. This schedule shall be updated by the contractor whenever a change in programme occurs.

#### **5.2 Monthly submission of supporting documentation**

The contractor shall prepare and submit on a monthly basis to the employer's representative, on or before the date specified in the targeting data and, in a form approved by the employer's representative, the following:

- a) a brief report which describes the commercially useful functions performed by the targeted enterprises and targeted partners in the performance of the contract, both during the interim period and on a cumulative basis; and
- b) a schedule reflecting the estimated total value of the contracts, the cumulative value of the contracts and the value of goods provided or work and services performed (or both) over the period for which payment is claimed with respect to each and every targeted enterprise and targeted partner.

Should random inspections conducted by the employer's representative on targeted enterprise activities indicate that such enterprises are not performing in accordance with the requirements of this part of ISO 10845, the contractor shall provide, in addition to the monthly reporting requirements, separate weekly resource returns and any other relevant information with respect to such targeted enterprises in a format approved by the employer's representative.

### **5.3 Certification of credits**

The employer's representative shall certify the value of the credits counted towards the contract participation goal whenever a claim for payment is issued to the employer, and shall notify the contractor of this amount.

### **5.4 Actions required upon completion of a targeted enterprise's contract with the contractor**

The contractor shall, upon completion of each individual targeted enterprise's contract, issue a completion certificate and certify the amount paid to such targeted enterprises. He shall submit the certificates, counter-certified by the relevant targeted enterprises, to the employer's representative for record-keeping purposes. The contractor shall furnish justification to the employer whenever it is not possible to obtain such counter-certification.

## **6 SANCTIONS**

In the event that, and where targeting strategy A applies, the contractor fails to substantiate that any failure to achieve the contract participation goal was due to

- a) quantitative underruns,
- b) the elimination by the employer of items included in the contract participation goal, or
- c) any other reason beyond the contractor's control which may be acceptable to the employer,

the sanctions provided for in the contract shall apply.

*NOTE 1 The contract establishes the sanctions that apply. These are set out in a tender evaluation schedule, the scope of work or contract data. Sanctions where tender evaluation points are granted with respect to a tendered CPG or where a minimum CPG is specified (i.e. targeting strategy A) are usually applied in the form of*

- a) financial penalties, typically formulated on the difference between the contracted contract participation goal and the contract participation goal achieved in the performance of the contract;*
- b) the rejection of claims for payments as being incomplete should the appropriate supporting documentation not be provided; and*
- c) the issuing of completion certificates only after the certificates described in 5.4 are received.*

*NOTE 2 No sanctions in the form of financial penalties are applied where the CPGs are used only to measure and report on the quantum of economic activity generated by a contract for targeted enterprises (i.e. targeting strategy B). The sanction where financial incentives are applied is simply that the incentive is not paid if the target is not attained.*

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-25/26-0006

RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE  
HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS

<b>C3.9    SECTION H: QUALITY ASSURANCE FRAMEWORK</b>
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<b>SECTION H: QUALITY ASSURANCE FRAMEWORK</b>
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<b>QUALITY ASSURANCE FRAMEWORK</b>
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The Contractor shall implement a quality assurance system that replicates an ISO 9002 and appoint a quality manager who shall ensure that members of the Contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the Contractor. The quality manager shall be resident on site full time. No construction activities shall take place on site before the Employer's Agent approves the method statement for that activity.

The Contractor shall submit the quality assurance system he proposes using to the Employer's Agent, for his approval, within two weeks of the site handover. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted. Once accepted by the Employer's Agent the Contractor shall not deviate from it unless written notification of proposed changes has similarly been submitted and approved.

The system shall provide for a method statement for each construction activity. Each method statement shall be submitted to the Employer's Agent for his approval two weeks prior to commencement of the activity. Where appropriate the Contractor shall make use of the Employer's manuals in preparing his method statements. No construction activity shall commence before the Employer's Agent has approved the Contractor's quality assurance system.

It should be noted that elements 1 to 19 are mandatory to a quality system, while Elements 20 to 22 are not, but are likely to enhance the contractor's efficiency and profitability.

<b>ELEMENT 1 – MANAGEMENT</b>
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## **RESPONSIBILITY**

### **QUALITY POLICY**

The contractor shall define and document his policy and objectives for and commitment to quality. The contractor shall ensure that the policy is understood, implemented and maintained at all levels of his organization.

*Note:* In drawing up this document, top management must give close consideration of their Quality Policy and their commitment thereto and put this into writing in a manner that can be clearly understood by all members of their organization.

### **ORGANISATION**

The contractor shall produce organization charts and job descriptions showing the responsibility, authority and interrelation of key staff, at company and contract level, involved in the management, performance and verification of work affecting quality, who need the organizational freedom and authority to: -

- a. Initiate action to prevent the occurrence of non-conformities.
- b. Identify and record problems relating the product, process and quality system.
- c. Recommend solutions through designated channels.
- d. Verify the implementation of solutions.
- e. Control further processing and delivery of non-conforming products until the problem has been corrected.

The contractor shall provide adequate staff, including trained personnel for management, performance of the work and verification activities including internal quality audit.

The contractor shall appoint a member of his management team as the Quality Manager who, irrespective of his other responsibilities, shall have defined authority for:-

- a. Ensuring that a quality system is implemented and maintained in accordance with this framework.
- b. Reporting on the performance of the quality system to top management for review.
- c. Liaising with external parties on matters relating to quality system.

*Note:* Successful management relies on good communication within the management team and on a clear definition of the responsibilities and authority of each member of the team. This is best documented by means of an organogram and a list of job descriptions. Job descriptions should preferably be defined by “position” rather than by name and should briefly but clearly state the responsibilities of the position and the reporting lines.

## **MANAGEMENT REVIEW**

The contractor’s senior management shall review the quality system at regular intervals to ensure its suitability and effectiveness in satisfying the requirements of this framework and the contractor’s quality policy and objectives.

The review intervals shall not be more than 12 months and shall be 6 months or less during period of development or when significant numbers of non-conformities are occurring.

The Quality Manager shall present a report to the review meeting. This report shall include details of internal audit and non-conformance report and resultant actions taken to eliminate the recurrence of non-conformities. Employer feedback relating to quality shall be included in the report.

Deficiencies in the Quality System shall be identified and a plan for improvements agreed. The proceeding of the review, together with action requirements, shall be recorded.

*Note:* A quality system requires regular maintenance if it is to remain effective. Top management must maintain its interest, involvement and commitment to the system. Management Reviews are an important, visible expression of this interest and commitment.

## **ELEMENT 2 – THE QUALITY SYSTEM**

The contractor shall establish, document and maintain a quality system, which shall contain as a minimum the following components: -

- a. Quality policy.
- b. Works Instruction, Standard Methods and Manuals describing how individual activities shall be planned, carried out, controlled and inspected for compliance with specification.
- c. Inspection Check lists. Inspection checklists shall contain details of the work, which require checking or testing to ensure compliance with the specification. They will, where applicable, contain details of specification tolerances and test results. Inspection checklists shall be signed off by the responsible person and stored as part of the Quality Records.
- d. Check lists. Checklists shall contain details of tasks necessary for the smooth running of the checklist shall be signed off by the person responsible for the task and passed to higher authority for reviewing and storage.
- e. Contract Quality Plans. A contract Quality plan will be required for each individual contract. They will describe those aspects of the Quality System, which will be adopted for that contract. The Contract Plan is dealt with in greater detail in Element 19.

## **ELEMENT 3 – CONTRACT REVIEW**

The contractor shall establish procedures to provide for the following:

- a. A thorough reading of the full document so as to determine the extent that other items of the work will affect the work to be carried out by the contractor.
- b. A review of the document for consistency, clarity and sufficiency of information.
- c. Bringing to the notice of the Employer, either in writing or at the Site Inspection, of any unclear or inconsistent requirement or lack of sufficient information in the tender document.
- d. That the contractor has or can obtain sufficient skills and resources to carry out the proposed work.

Unless a compulsory Site Inspection forms part of the tendering procedure, the contractor and the employer shall formally meet prior to the award of the contract to review the contract and the contractor’s tender proposal to:-

- a. Ensure that both parties have the same understand of their respective contract obligations.
- b. To resolve any inconsistencies, lack of clarity or shortage of information in the contract document.
- c. To review the contractor's resources and capacity to undertake the work.
- d. To review the contractor's Contract Quality Plan.

The minutes of such meeting/s shall form a part of the contract documents.

The contractor shall identify how an amendment to the contract is made and lay down procedures for the efficient transfer of such amendments to his staff.

*Note:* This element is vital to the smooth running of a contract and is intended to minimize misunderstanding and delays during the course of the contract.

#### **ELEMENT 4 – DESIGN CONTROL**

The contractor shall establish and maintain documented procedures to control and verify and design of the product in order to ensure that the specified requirements are met.

The design inputs shall be identified, documented and selection reviewing by the contractor for adequacy. Incomplete, ambiguous or confliction requirements shall be resolved with the Employer.

The design output shall be documented.

The design output shall

- a. Meet the design input requirements.
- b. Contain acceptance criteria.

Design output documents shall be reviewed before release.

The contractor shall liaise with the employer's control laboratory while carrying out the design.

The contractor's laboratory mix designs shall be verified and where necessary modified by producing, laying and testing the material using the mixing and paving plant that will be used during the contract. During these trials the settings for the plant to produce the specified end results shall be recorded and incorporated in the design output documentation. Test result showing the physical properties of the material shall be incorporated in the design output documentation.

*Note:* A well thought out, documented and applied design procedure will prevent delays at the start of a contract and provide essential output for the control of the work. The design output should include details of materials to be used, the job grading of aggregates and the accepted tolerance on each sieve fraction (which will normally be tighter than the tolerances in the contract document), setting of mixing and paving plant to produce the required specification, mixing and laying temperatures, holding times for modified binders and modified mixes, etc. These outputs will form essential inputs for the compilation of Work Instruction and Inspection Check Lists. On PPGS contracts where contractor is required to design and overlay having a specific life it may be necessary to call on outside help to carry out a full pavement design.

#### **ELEMENT 5 – DOCUMENT AND RECORD CONTROL**

The contractor shall control all documents and records as follows:-

- a. Drawings. A register showing the current revision of all drawings shall be maintained, updated and displayed at the work site. The register shall indicate the holders of copies of each drawing. Changes not involving the reissue of drawings shall be clearly noted on ALL copies of the relevant drawing and cross referenced to the instruction document. Superseded drawing required for record purposes shall stored separately from the current revisions.
- b. Correspondence which relates to the contract such as letters, memos, instructions, orders and the minutes of meeting shall filled in a manner which will allow easy access. The distribution of correspondence shall be clearly marked on the file copy.
- c. Quality Control Records. The contractor shall determine the distribution of each quality control document. The distribution shall be clearly marked on each record and shall be signed off prior



to passing along the chain. Fully signed off quality Control Records shall be filled in a manner which will allow easy access.

- d. The distribution of Quality System documentation shall be controlled by the Quality Manager. Distribution lists shall be maintained to ensure that holder of original documents receive any revisions. Superseded issues shall be marked as such withdrawn from use.

All drawing and records shall be stored in a manner that will prevent loss and minimize deterioration.

Copies of contractual Quality Records, specified as such, shall be supplied to the Employer. Other Quality Records shall be available to the Employer for inspection and audit.

On completion of the contract all records and documents shall be archived in a manner which will prevent loss, minimize deterioration and allow retrieval for the period specified on the contract document or as required by legislation, whichever is the longer.

*Note:* For the smooth running of a contract it is essential that staff responsible for the ordering of supplies and the execution of the work have available all the information relevant to their responsibilities and that the information is up to date. This can be achieved by having a systematic procedure for the receiving, copying distribution and filling of documents together with a procedure for the withdrawal of out of date copies.

## **ELEMENT 6 – PURCHASING AND SUBCONTRACTING**

### **GENERAL**

The contractor shall have documented procedures which he shall follow to ensure that materials purchased from suppliers and services provided by subcontractors meet the specified requirements.

*Note:* The performance of suppliers and subcontractors is critical for achieving the quality requirements of the contract. They must therefore form an integral part of the Quality System. This justifies having a documented policy to formally and consistently control their activities.

### **ASSESSMENT**

The contractor shall evaluate and select suppliers and subcontractors on the basis of their ability to meet the requirements of the Quality System, specification and the program. Subcontractors and suppliers should be encouraged to develop their own quality assurance systems.

Before making a purchase from a supplier or employing a subcontractor whom the contractor has not dealt with during the previous two years in relating to products or services similar to those being sought a prior, documented assessment shall be made to verify their ability to meet the quality and program requirements.

*Note:* Where prospective suppliers and subcontractors do not have an established track record the contractor should satisfy himself that they have the necessary skills and resources to carry out the proposed work. This should be done formally by a senior member of management and the outcome recorded.

### **PURCHASING DATA**

Each Contract Quality Plan shall specify the person responsible for the purchase of materials and services which relate to achieving the specified requirements.

All purchase orders and subcontract agreements which are significant for the achievement of quality requirement shall be in writing and shall contain:

- a. Precise identification of the type and specification.
- b. The title or other positive identification and applicable issue for specifications, process requirements, inspection instructions and other technical data.
- c. The quantities, rate of delivery, delivery details and completion dates.

The contractor shall review and approve purchasing documents for adequacy of the specified requirement prior to issue.

*Note:* Unless purchasing instructions are precise there is a significant risk of the wrong materials or service being delivered.

### **INCOMING MATERIALS**

All materials purchased or produced by the contractor or supplied by the Employer for incorporation in the works shall be checked for compliance with the specification prior to incorporation in the works and verification recorded on the relevant Inspection Check List. Delivery dockets and verification test result sheet shall either be attached to the Inspection Check List or referred to, in an identifiable manner, on the Inspection Check List.

All materials shall be handled, stockpiled and stored in a manner that will prevent deterioration; segregation, contamination or damage and verification shall be recorded on the relevant Inspection Check List.

*Note:* The contents of stockpiles and storage tanks should be checked for compliance prior to their being released for use. The habit of recovering material from a stockpile while it is being constructed should be avoided. Care must be taken to ensure the incoming binder are placed in storage tanks allocated for that type of material. Material not meeting the specified requirements should be dealt with as non-confirming work.

### **MATERIALS AND PRODUCT IDENTIFICATION AND TRACEABILITY**

The contractor shall establish and maintain procedures for the identification and traceability of materials incorporated in the works from their origin (quarry, borrow pit, refinery etc.) to their final position in the completed work.

Records of such identification and traceability shall be incorporated in the Quality Records.

*Note:* The traceability of materials through the process can be achieved by cross-referencing stockpiles/storage tanks with delivery notes and daily process records. Agreements should be made with suppliers of modified binder for full records of the modification process to be supplied with every delivery of modified binder.

<b>ELEMENT 7 – PROCESS CONTROL</b>
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The contract shall identify and document the production and placing processes which affect quality and shall ensure that these processes are carried out under controlled conditions. Controlled conditions shall include the following:

- a. Documented procedures for the operation of equipment for the production and placing of the product and for building of material stockpiles and the recovery of material from stockpiles.
- b. Documented procedures for the maintenance and servicing of equipment.
- c. Documented procedures for the calibration and adjustment of equipment.
- d. Documented procedures for modification of binders.
- e. Monitoring, control and recording of suitable process parameters (i.e. temperatures, rates of delivery of raw materials, storage times, etc).
- f. Compliance with documented procedures.
- g. Approval of processes and equipment.
- h. Criteria for workmanship, which shall be stipulated in the clearest possible manner (e.g. paving manuals, works instruction, illustrations or representative samples).

The processes shall be carried out by qualified operators and records shall be kept of all process parameters which cannot be verified by subsequent inspection (i.e. storage temperatures and times for binders and modified binders, mixing times, mixing and placing temperature, etc.) These records shall form part of the Quality Records.

*Note:* The quality of the end product in asphalt paving and bitumen seal work is highly dependent on good process control. Trial mixes and pavements will, if properly carried out, provide the control parameters for process control.

## **ELEMENT 8 – CONTROL AND INSPECTION OF THE WORK**

### **GENERAL**

The contractor shall undertake the work in a planned and controlled manner to ensure that the specified requirements are achieved. To this end the contractor shall develop procedures and documentation that:

- a. Identify the Employer's quality requirements.
- b. Plan how these will be met.
- c. Control the work in accordance with the plan.
- d. Inspect the work to verify that it complies with the specified requirements.
- e. Record the result of the verification.

*Note:* This element required that all work on the site is properly managed. Identifying and planning

The contractor shall examine the contract document and produce a Specification Review Schedule (SRS) tabulating the specified quality requirements for the work. This information shall be used as a basis for developing the Contract Quality Plan. Method Statements and/or Work Instructions shall be issued to that those person actually carrying out the work fully understand what is required. These shall describe how the task is to be performed, the person responsible for ensuring its completion, the sequence of operations and the resources to be used.

*Note:* Each and every quality requirement in the contract specification and the contractor's design must be identified, the task necessary to achieve and check the required quality laid down and a person appointed to ensure that task are carried out and quality records are completed and filled. The SRS will form the input for the drawing up of work Instructions.

### **INSPECTION AND RECORDING**

The contractor shall inspect and/or test all the specified quality requirements (see "Identifying and Planning" above) to verify their compliance. The results shall be documented and retained as part of the Quality Records. Prior to covering up work carried out by other parties the contractor shall satisfy himself that such work conforms to the required specification.

*Note:* The documentation required for inspection and recording can normally be covered by inspection Check Lists, which when completed will be filled as part of the Quality Records.

## **ELEMENT 9 – CONTROL OF INSPECTION, MEASUREMENT AND TEST EQUIPMENT**

The contractor shall maintain a register of all inspection, measurement and test equipment used to check the quality of the work. Every item of equipment shall be clearly marked with its identification number or code appearing in the register.

All inspection, measurement and test equipment shall be calibrated and/or checked at appropriate intervals.

The register shall record the required frequency of calibration of checking, together with name of the person or body responsible for the calibration or check.

Work Instructions and Inspection Check Sheet shall be issued, setting out the methods to be used for checking of equipment by the contractor's employees.

The contractor shall safeguard inspection, measurement and test equipment, including computer software, from adjustment which would invalidate the calibration settings.

Calibration certificates and check sheet shall be retained and form part of the Quality Records.

*Note 1:* Calibration certificates are required for load measuring devices such as weigh bridges, load cells, proving rings and scales. Calibration of these devices should be in accordance with the manufacturers' recommendations, legal requirements or the requirements of the specification.

*Note 2:* The mass and drop of compaction hammers, the mass and straightness of penetration needles, the accuracy of the thermometers, etc. should be checked at least once a month and the results of the checks recorded and filed.

*Note 3:* The condition of such items as moulds, riffles, sieves, centrifuge cups, measuring tapes, ovens, centrifuges, etc, should be checked at least once every six months, or more frequently if the work load is heavy. These checks must be made by a responsible person appointed by the Quality Manager and the results of the checks recorded and filed.

#### **ELEMENT 10 – CONTROL OF NON-CONFORMING WORK**

The contractor shall draw up and maintain procedures to ensure that non-conforming materials work are either:

- a. Reworked to meet the specified requirements;
- b. Accepted with or without concession by the Employer; or
- c. Rejected and replaced.

Non Conformance Report (NCR) shall be issued. An NCR shall contain the following:

- a. Details of the precise location;
- b. Details of the symptoms;
- c. The probable cause;
- d. Proposals for the correction; and
- e. Proposals for the future avoidance of the non-conformity.

NCRs shall be approved by the person granted such authority in the Contract Quality Plan and by the Employer in case where a concession is being sought prior to implementing rectification work or the covering up of the non-conforming work.

Where non-conforming work will affect or delay other parties, the presence of the non-conformity shall be brought that party's notice as a matter of urgency.

The cause of non-conformities shall be investigated by the Quality Manager who shall take action, including if necessary the modification of the Quality System and/or the Contract Quality Plan, so as to eliminate or reduce the recurrence of such non-conformities. All NCRs and quality improvement action taken by the Quality Manager shall be reported at the Management Review meetings.

*Note:* Even with excellent practice and control some defects in material or workmanship will occur. This element formalises how these non-conformities should be handled to ensure that:

- a. other parties are aware of the problem;
- b. the defective work is correct; and
- c. corrective measures are taken to eliminate or reduce the future occurrence of the defect.

#### **ELEMENT 11 – HANDLING, STORAGE AND DELIVERY**

The contract shall draw up and maintain procedures, issue Work Instructions and make agreements with suppliers for the correct handling, stockpiling, storage and delivery of raw and processed materials to prevent deterioration and damage. These procedures shall include methods for the building of stockpiles and the recovery of materials from stockpiles, temperature control and duration for the storage and/or curbing of modified binders and the protection of processed materials while being transported from the mixing plant to the laying site.

*Note:* Poor stockpiling, storage, handling and delivery may have a deleterious effect on the quality of materials and in some cases may render them unfit for use. On the other hand, good practices in the building of stockpiles and the recovery of material could enhance the quality of marginal materials. The

formalising and strict control of work under this element can therefore have a market effect on the quality of the end product.

#### **ELEMENT 12 – CONTROL OF QUALITY RECORDS.**

The contractor shall produce and maintain documented procedures for the identification, collection, indexing, filling, storage and safe keeping of Quality Records to demonstrate conformance with the specified requirements and the effective operation of the Quality System. Pertinent quality records from suppliers and subcontractors shall form part of these records.

*Note:* Quality records are evidence that the contract has implemented his Quality System. To be of use they must be kept in an orderly fashion and be easily retrievable for examination by the Employer and, if necessary, to be used in the settlement of disputes.

#### **ELEMENT 13 – POLLUTION CONTROL**

The contractor shall issue Work Instructions, Method Statements or manuals covering the control of pollution. These should include (but are not restricted) to the following:

- a. Emission control at mixers.
- b. Avoidance of spills.
- c. Action to control spills.
- d. Disposal or reject material.
- e. Disposal of surplus material at laying sites.
- f. Disposal of oils, fitters and discarded parts during servicing of plant.
- g. Testing of sprays bars.
- h. Clearing of stockpile sites.
- i. Cleaning up of mixing sites.

*Note:* The production and laying of bituminous materials is potentially a dirty process and strict control is required if the contractor is not to fall foul of the law. Lack of good pollution control can result in disputes and possibly in stoppage of work.

#### **ELEMENT 14 – SAFETY AND WELFARE**

The contractor shall document and operate a formal health and safety programme which complies with the Occupational Health and Safety Act No 85 of 1993 and any subsequent amendments and associated Regulations. Work Instructions shall be issued pertaining to health and safety measures specific to the work to be carried out. The minutes of Health and Safety Committee Meetings shall be included in the Quality Records.

The contractor shall formalise his policy regarding the welfare of his staff and labour and issue Works Instructions setting out the methods of implementing this policy.

*Note:* A safe site with contented staff will greatly enhance both the quality and quantity of the work produced. The formalisation of safety and welfare measures will ensure that all members of the organisation are aware of both their rights and responsibilities in these matters. Close attention to these matters will help to prevent accidents and minimize labour disputes.

#### **ELEMENT 15 – TRAINING**

The contractor shall establish and maintain documented procedures for identifying training needs and provide appropriate training for all personnel. Personnel specific assigned task shall be qualified on the basis of appropriate education, training or experience to carry out such tasks. Training and qualification records shall be maintained for all personnel and review on a regular basis. These reviews, together with the information contained in non-conformance reports, shall form the basis for future training programmes.

The contractor shall establish and maintain documented procedures for checking that prospective employees have sufficient skills to perform the intended tasks to the quality standards required and shall institute necessary training where such skills are lacking.

*Note:* Inadequate training is one of the most common cause of foul-up and inefficiencies. Carefully planned training programs, on the site, at head office and through attendance at outside courses and seminars will go a long way to ensuring that all members of the organization are fully trained to carry out their expected tasks. Internal Audits, Management Reviews and NCRs are sources from which to identify training needs and the content of training courses. The Reconstruction and Development Programme (RDP) places great emphasis on the training of disadvantaged people, and future contracts are likely to contain requirements for the training of emerging contractors. To be effective this training must cover the whole gambit of contracting and not only concentrate on on-site skills.

#### **ELEMENT 16 – CONTROL AND RECTIFICATION DURING THE GUARANTEE PERIOD**

The contractor shall draw up, document and agree with the Employer procedures for the inspection of the work during the guarantee period and for the rectification of non-conforming work.

*Note:* All contracts contain some form of guarantee period. For existing standard contracts this is the maintenance period, normally twelve months. For PPGS contracts this guarantee period is likely to be between three and five years and for Build-Operate-Transfer (BOT) contracts the guarantee period may possibly extend to as much as thirty years. It is therefore essential that, at an early stage of the work, preferably before the submission of tenders, both the contractor and the Employer are aware of their responsibilities and authority during the guarantee period and of how such responsibilities and authority during the guarantee period and of how such responsibilities and authority are to be carried out.

#### **ELEMENT 17 – STATISTICAL CONTROL**

The contractor shall identify the need for statistical control methods to give warning of any tendency for the quality of raw or processed materials to depart from the specified requirements.

The contractor shall establish and maintain documented procedures to implement statistical warning systems and to pass the results of such system to the relevant supplier or process personnel.

*Note:* Statistical control charts can give early warning of the tendency of attributes, such as gradings, sand equivalents, void contents, binder contents, etc. to depart from the specification. This early warning can allow preventative action to be taken before non-conformities start to occur.

#### **ELEMENT 18 – INTERNAL QUALITY AUDITS**

The contract shall produce and maintain documented procedures for planning and carrying out Internal Quality Audits to verify whether quality activities and results comply with the Quality System and to determine the effectiveness of the Quality System and Contract Quality Plans.

Internal audits shall be recorded and brought to the attention of the personnel having responsibility for the activity being audited.

Corrective action shall be taken on deficiencies found in the audit.

Internal audits shall be carried out on all quality activities at least once a year but more frequently during development stages of the Quality System, during the early stages of the implementation of Contract Quality Plans and when the occurrence of non-conformities is excessive.

Results of audits and follow up action shall be reported by the Quality Manager at the Management Review Meeting.

*Note:* Internal Quality Audits, carried out by staff who are independent of those responsible for up front quality control will provide a check that the Quality System is operating as planned and is being effective in producing the objectives set out in the contractor's Quality Policy and provide information for the improvement of the Quality System and Contract Quality Plans.

**ELEMENT 19 – CONTRACT QUALITY PLANS**

The contractor shall draw up Contract Quality plan for each contract. The plan will detail how the Quality System will be adapted to ensure the control of quality on that contract.

The contract Quality Plan shall include (but not be restricted) to the following:

- a. The title, brief description, and key dates of the contract.
- b. A list of the drawings and specification applicable to the contract.
- c. The names, titles and responsibilities of the contract management team.
- d. A list of subcontractors and suppliers
- e. The construction programme.
- f. Specification review schedules.
- g. A list of Work Instructions, Inspection Check lists, check lists, Standard Methods and Manuals applicable to the contract.
- h. Documents setting out purchasing and subcontracting procedures.
- i. Procedures for Document and Record Control.
- j. Procedures for the control and rectification of Non-conforming work.
- k. Procedures for carrying out Internal Audits and the frequency of carrying out such audits.
- l. Procedures for ensuring compliance with the Occupational Health and Safety Act No 85 of 1993.
- m. A list of and procedures for the Control and safe keeping of Quality Records.
- n. A list of training courses to be attended by the contract staff and Works Instructions pertaining to the on site training of staff, labour and SMMEs.
- o. Details of any Statistical Control methods to be used on the contract.
- p. The signatures of the persons who prepared and authorised the plan.

*Note:* A Contract Quality Plan is the on-site working document setting out how the contractor's Quality System will be applied to that contract to ensure that the Quality Policy and the quality requirements of the contract are met. The Work Instructions, Inspection Check Lists, Standards Methods Check Lists and Manuals required in plan can be assembled:

- ✓ By adopting and/or adapting standard company documents
- ✓ By adopting or adapting documents developed for similar work previous job, or
- ✓ By preparing new documents for new activities

These will provide details of how all the identified quality requirements will be planned, controlled, inspected for compliance, corrected where compliance is not met, and the results record.

**ELEMENT 20 – PROCUREMENT OF WORK**

The contractor shall develop, document and maintain procedures and allocate personnel for the regular scanning of the media for tender advertisements pertaining to bituminous work and for projects where bituminous alternatives could be offered.

The procedures should lay down the publications to be scanned and the action to be taken if the publications do not come to hand when expected.

The result of the scanning must be channelled to top management for further action.

Contractors interested in innovation work should lay down procedures for obtaining early access to planning proposal, Road Authority preliminary programs and local and overseas research data.

*Note:* these procedures should ensure that potential work is not overlooked and keep the contractor up to date with the latest thinking.

**ELEMENT 21 – PAYMENT**

The contractor shall establish, document and maintain procedures for:

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- a. Obtaining progress information from site.
- b. Agreeing this information with other parties concerned.
- c. The preparation and issuing of payment certificates or invoices.
- d. Ensuring prompt payment.

The contractor shall also establish, document and maintain procedures for obtaining agreement with subcontractor and supplier for:

- a. The issue of invoices.
- b. Agreeing invoiced quantities.
- c. The settlement of dispute regarding no-conforming work and suppliers.
- d. Agreeing the terms and conditions of payment for services and suppliers received.
- e. Ensuring prompt payment.

*Note:* These procedures will go a long way to ensuring good relation with subcontractors and supplied and a smooth cash flow for the contractor.

<b>ELEMENT 22 – QUALITY MANUAL</b>
------------------------------------

The contract shall compile and maintain a Quality Manual which shall contain:

- a. The contractor's Quality Policy.
- b. An organogram showing key management position and reporting lines.
- c. A description of how the Quality System is structured.
- d. A statement of the contractor's objectives and implementation policy in relation to each element of the system.
- e. A list of the contractor's Standard Methods, Manuals, Work Instruction and Check Lists.

*Note:* This document provides an overview of the whole system and can be useful as a reference document for external auditors, as a marketing document, as a tender submission document and as an introduction for new employees. Because of the wide distribution of this document, its content should be restricted to non-confidential information.



**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO. SCMU10-25/26-0006**

**RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE HOSPITAL  
ROAD FOR A PERIOD OF 12 MONTHS**

<p><b>CONTRACT</b> <b>PART 4 (OF 4) : SITE INFORMATION</b></p>
--

## C4 : SITE INFORMATION

### C 4.1 Nature of the ground

No geotechnical investigation conducted

### C 4.2 Additional site Information

ITEM	DESCRIPTION
Additional Site Info	Site Location: Coffee Bay, Eastern Cape Site: Various Buildings (Low cost housing) Address: Various addresses as pointed out in the site briefing
Improvements on site	Not applicable
Adjacent Buildings	No adjacent buildings
Environmental issues	None identified as planning stage
Traffic Assessment	N/A
Heritage	No

### C 4.3 Subsoil Investigations, Borehole Records and Test Results

Nil

### C 4.4 Reports obtained by the Employer concerning the physical conditions within the site or its surroundings, including mapping, hydro-graphic data and hydrological information

Nil

### C 4.5 References to publicly available information about the site and its surroundings such as published papers and interpretations of the geotechnical investigation

Nil

### C 4.6 Information about piped and other services below the surface of the site for contracts involving ground works and about hook-up and boundary details for contracts with plant interfaces, in addition to anything about the physical site which impacts upon the contract

Nil

### C 4.7 Information about adjacent buildings and structures and about existing buildings and structures on the site (Restrictions for heavy loads etc)

Nil

### C 4.8 Atmospheric and Environmental Criteria

Nil

#### **C4.25 FAUNA AND FLORA**

Indigenous fauna is limited to invertebrates (insects) and avifauna (birds). Domestic livestock that dominate the current fauna of the region includes pigs, donkeys, goats, cattle, sheep, dogs, ducks, geese and chickens.

The Contractor shall cause no damage to fauna and flora. If, in the opinion of the Engineer, this happens, the Engineer is entitled to initiate prosecution by the relevant authorities.



## **APPENDIX B**

### **EPWP FORMS**

**BENEFICIARY LIST**

Name of Contractor  
Project Name  
Project Number  
Month:

Youth = 35yrs and less

Number of workers	Surname	Initials	Name	ID Number	Date of Birth	Male/Female	Has Disability (Y?N)	Is Youth (Y/N)	Educa
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									

\_\_\_\_\_  
Signature of CLO

## PAYMENT REGISTER

Contractor Name  
Period  
Project Number  
Month:

[illegible]

Signature of CLO ???

Signature of Contractor to verify accuracy

Signature of Consultant

Signature of Contractor for receipt of m

DAILY SITE ATTENDANCE REGISTER

Name of Contractor  
Project Name

Project Number  
Month:

1 = At Work  
SL = Sick Leave

A = Absent  
P = Public Holiday

L = Leave  
2 = Training

SC = Site Closed

	Surname	Initials	ID Number	Birth Date	Rate per day ( R )	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
1																																
2																																
3																																
4																																
5																																
6																																
7																																
8																																
9																																
10																																
11																																
12																																
13																																
14																																
15																																
15	TOTALS																															TO

Signature of CLO

Week 1: Signature of Contractor

Week 1 -2: Signature of Contractor Organisation

Week 2: Signature of Contractor

Week 3: Signature of Contractor

Week 3-4: Signature of Contractor Organisation

Week 4: Signature of Contractor



LABOUR MONTHLY SUMMARY SHEET

Name of Contractor  
Project Name  
Project Number  
Applicable Month

No of Working Days: Maximum including training = 23 days per month

Number of workers	Surname	Initials	First Name	ID Number	Birth Date	(M)ale / (F)emale	(D)isabled	Rate per day	Number of days worked this
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
20	Totals for month								

Signature Consultant

**APPENDIX C**  
**MONTHLY REPORT FORMS TO BE COMPLETED BY THE**  
**CONTRACTOR**

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

**TENDER NO. SCMU10-25/26-0006**

RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE  
HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS

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**MONTHLY REPORT FORMS TO BE COMPLETED BY CONTRACTOR**

**MATERIALS ON SITE – TRANSFER OF RIGHTS**

**TENDER NO. SCMU10-25/26-0006**

**RELOCATION OF HOUSES AFFECTED BY THE UPGRADING OF COFFEE BAY TO ZITHULELE  
HOSPITAL ROAD FOR A PERIOD OF 12 MONTHS**

CONTRACTOR:

.....

CLAIM FOR PAYMENT NO: .....

DATE:

.....

.....

I, the undersigned,

.....

in my capacity as

.....

of

.....

.....

(hereinafter referred to as “the TRANSFEROR”) (I having been duly authorised hereto by virtue of Resolution of the Board of Directors of the Transferor passed on the .....day of ..... 20..... title and interest in and to the said materials and goods unto and in favour

of

.....

.....

(hereinafter referred to as “the TRANSFeree”). Insofar as the Transferor retains actual control of the materials and goods, the right of ownership thereof passes to the Transferee by constitutum possessorium.

This transfer shall become effective upon conclusion of the Transferor receiving payment from the Transferee or from any other person on behalf of the Transferee for the materials and goods as Materials on Site (payment of retention money thereon excluded).

I further confirm that I am fully responsible for all materials and goods listed under this transfer of rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

TOTAL VALUE OF CLAIM FOR MATERIALS ON SITE IN ACCORDANCE WITH THE ATTACHED LIST :

.....

....

.....

....

.....(

R.....)

SIGNED: .....

DATE: .....

MONTHLY PROGRESS REPORT

xxx District SCMU10-20/21-00xx	PROGRESS REPORT		xxx 2020						
							PERIOD		
MUNICIPAL AREA	IN HOUSE OR OUTSOURCED PROJECT	ROAD NO.	SURFACED or GRAVEL	ACTIVITY CODE	ACTIVITY DESCRIPTION	UNIT	FROM	TO	PL
WEEK 1									
WEEK 2									
WEEK 3									
WEEK 4									
WEEK 5									
REPORT COMPILED BY:			DESIGNATION			SIGNATURE			
(PRINT NAME)									

THIS FORM IS TO BE COMPLETED QUARTERLY AND ON COMPLETION OF THE PROJECT

<p><b>APPENDIX D</b></p> <p><b>CONTRACTOR PERFORMANCE REPORT TEMPLATE</b></p>
---

\_\_\_\_\_  
P. Ngqola  
Project Leader  
Date\_\_\_\_\_

Recommended / Not Recommend

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

\_\_\_\_\_  
M. Goxa  
Programme Manager  
Date\_\_\_\_\_

Recommended / Not Recommended

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

\_\_\_\_\_  
Chairperson: Bid Specification Committee  
Date: \_\_\_\_\_