PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
DEPARTMENT OF PUBLIC WORKS

KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

QUOTATION DOCUMENT

with JBCC Minor Works Agreement - 4th Edition

for projects R 1 to R 1000 000

SERVICE DESCRIPTION :

DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS

Employer:

Head: Public Works (Department of Public Works: Province of KwaZulu-Natal)

KZN Department of Public Works
Private Bag X9041
PIETERMARIZBURG
3200

Contact :

Project Leader:	Lungelo Mbuthu
Telephone number:	066 395 0918
WIMS No.:	60109
Quotation Number:	
CIDB Registration Number:	ZNTD 06128W
Central Suppliers Database No.:	

Regional \ District Office:
eThekwini District Office
455a Jan Smuts Highway
Mayville, Durban
4091
Tel No: 031 273 1700
Fax No: 031 273 1709
Calendar days, 04 months

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD ACT, (ACT NO. 38 OF 2000) AND ANY AMENDMENTS THERETO INCLUDING BOARD NOTICES, AND REGULATIONS PROMULGATED IN TERMS OF THE ABOVE MENTIONED ACT), AND THE STANDARD CONDITIONS OF QUOTATION AS CONTAINED IN ANNEXURE "C" OF THE STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT. IT IS ALSO SUBJECTED TO KWAZULU-NATAL: PROVINCIAL TREASURY SUPPLY CHAIN MANAGEMENT POLICY (DEC 2005) AND THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 AND THE CONSTRUCTION REGULATIONS OF FEBRUARY 2014, AS AMENDED FROM TIME TO TIME.

DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS

TABLE OF CONTENTS

THE QUOTATION

		Page\s
1.	**PART T1: QUOTATION PROCEDURES**	
T1.1	Bid Notice and Invitation to Quote (T1.1)	4
T1.2	Quotation Data (T1.2)	4
T1.3	Annexure C - Standard Conditions of Quote (T1.3)	10
T1.4	Annexure to Notice and Invitation to Quote (T1.4)	1
2.	**PART T2: RETURNABLE DOCUMENTS**	
T2.1	Submission of Compulsory Returnable Schedules (T2.1)	2
T2.2	Compulsory Enterprise Questionnaire (T2.2)	3
T2.3	Authority to sign Quote (T2.3)	1
T2.4	Financial Standing and other Resources of Business Declaration (T2.4)	1
T2.5	Equipment Schedules applicable (T2.5)	5
T2.6	Contractors Health & Safety Declaration (T2.6)	1
T2.7	Site Inspection Certificate (T2.7)	1
T2.8	Proof of UIF Registration (T2.8)	1
T2.9	Preference Points Claim Form (T2.9)	5
T2.10	Tax Complaince Status (TCS) PIN to verify on line compliance supplier status via e-filing ("	1
T2.11	Proof of Paid Municipal Rates and Taxes (T2.11)	1
T2.12	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the Commissioner (T2.12)	1
T2.13	Contract Form - Purchase of Goods/Works-Part 1 (T2.13)	1
T2.14	Contract Form - Purchase of Goods/Works-Part 2 (T2.14)	1
T2.15	Bidder's Disclosure - SBD4 (T2.15)	3
T2.16	Client's Specific requirement for the Contractor's detailed OHS plan (T2.16)	
T2.17	Base Line Risk Assessment (T2.17)	2
T2.18	Capacity of Bidder (T2.18)	1
T2.19	Functionality Criteria (T2.19)	2
T2.20	Invitation to Bid - SBD 1 (T2.20)	2

THE CONTRACT

3.	**PART C1: AGREEMENT AND CONTRACT DATA**	
C1.1.	Form of Offer and Acceptance (C1.1)	3
C1.2.	Contract Data (C1.2)	5

4. PART C2: PRICING DATA

C2.1	Pricing Instructions	1
C2.2	Pricing Schedule	2
C2.3	Preliminary and General - EPWP (If applicable)	
C2.4	Preliminary and General - EPWP Beneficiary (If applicable)	

5. PART C3: SCOPE OF WORKS

C3.1	Scope of Works	2
C3.2	Specifications for HIV\STI Awareness	3
C3.3	HIV/STI Compliance Report	2
C3.4	EPWP Scope of Works (If Applicable)	5

6. PART C4: SITE INFORMATION

C4.1	Site Information	1
C4.2	EPWP Employment Contract (Refer to Annexure 10)	

7. DRAWINGS

C5.1	List of Drawings	2

8. ANNEXURES

Annexure 1	Model Preambles for Trades 2008	49
Annexure 2	General Electrical Specifications	
Annexure 3	Lightning Protection Specifications	
Annexure 4	Map of submission locations	1
Annexure 5	Joint Venture Agreement	
Annexure 6	Occupational Health and Safety Specification	
Annexure 7	Health and Safety Bill of Quantities	
Annexure 8	Builders Lien	
Annexure 9	Additional Specification - EPWP Beneficiary	
Annexure 10	EPWP Employment Contract	
Annexure 11	Attendance Register - Infrastructure and Other projects	
Annexure 12	EPWP Data Collection tool for Phase 3 system	
Annexure 13	Geotechnical Investigation Report (If applicable)	

IMPORTANT NOTICE TO BIDDERS

These forms are for internal and external use for the Department of Public Works, Province of KwaZulu-Natal.

The Total (Including Value Added Tax) on the Pricing Schedule must be carried to the "Offer" part only of the Form of Offer and Acceptance - C1.1

"Enterprise" shall mean the legal Quoting Entity or Bidder who, on acceptance of the Offer, would become the contractor

PART T1: QUOTATION PROCEDURES
T1.1 Quotation Notice and Invitation to Quote

THE KZN DEPARTMENT OF PUBLIC WORKS INVITES QUOTATIONS FOR THE PROVISION OF:

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Quotation no:		**Contract period**	**4 Calendar Months**

Advertisement date:	**AS PER ADVERT**	**Closing date:**	**AS PER ADVERT**
Closing time:	**11:00**	**Validity period:**	**90 Calendar Days**

It is estimated that Bidders should have a CIDB contractors grading designation of 2 SQ ONLY or higher. No alternative Class of work, as refered to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

☐	It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of (N/A) and satisfy the criterion stated in the Quotation Data. (*Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises*) All Bidders should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Bidder with a PE status can be considered If "N/A" is indicated above because the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.

Only Bidders who are responsive to the following responsiveness criteria are eligible to submit Quotations:

Bidders registered on the Central Suppliers Database (CSD) are eligible to submit quotations.

☒	Only those Bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Quoted for a 2 SQ ONLY or higher, class of construction work, are eligible to submit quotes. Quotation values in close proximity to the limit of a Quotation value range will be dealt with in accordance with Clause 25(3)(a)(ii) and 25(7A) of the latest amended Regulations.
☒	Joint ventures are eligible to submit Quotations provided that: 1 every member of the joint venture is registered with the CIDB; 2 the lead partner has a contractor grading designation in the 2 SQ ONLY or higher, class of construction work 3 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 in accordance with the sum Quoted for a 2 SQ ONLY or higher, class of construction work.
☒	Quotation document must be properly received on or before the Quotation closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Quotation).
☒	Authority to sign Quote (T2.3)
☒	Financial Standing and other Resources of Business Declaration (T2.4)

X	Submission of Compulsory Returnable Schedules (T2.1)
X	Site Inspection Certificate (T2.7)
X	Tax Complaince Status (TCS) PIN to verify on line compliance supplier status via e-filing (T2.10)
X	Complete Schedule of rates is to be submitted on the day of the Quotation closing date (C2.2)
X	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if
X	Proof of Paid Municipal Rates and Taxes (T2.11)
X	Proof of UIF Registration (T2.8)
X	Contractors Health & Safety Declaration (T2.6)
X	Compulsory Enterprise Questionnaire (T2.2)

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

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

STREET ADDRESS: _____

TELEPHONE NUMBER CODE: _____ NUMBER: _____

CELLPHONE NUMBER: _____

FACSIMILE NUMBER CODE: _____ NUMBER: _____

E-MAIL ADDRESS: _____

VAT REGISTRATION NUMBER: _____

TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS E - FILING. YES ☐ or NO ☐

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? YES ☐ or NO ☐

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

[Tick Applicable Box]

A Verification Agency Accredited by the South African Accreditation System (SANAS); OR ☐

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof] YES ☐ or NO ☐

This quote will be evaluated according to the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations; 2022

Please note the following for POPIA:
By submitting this tender, I hereby acknowledge consent that the KZN Department of Public Works, may, from time to time, collect/store/use/destroy/delete/share or otherwise process my Company and Director's/Shareholders personal information as the context or circumstances may require and as contemplated in terms of POPIA. (TICK)

X 80/20 Preference point scoring system

Price / Quality:	
Price:	80
Preference by means of SPECIFIC GOALS	20
Total must equal (100%):	100

1. The Specific Goal/s Allocated Points in terms of this tender:

Preference points system:
Preferences are offered to Tenderder's who have attained points for the specific goals in accordance with the table below; Documentary Proof required to satisfy the points claimed are also indicated in the table below:

No	Specific Goal	Number of Points Allocated
1	Ownership by Black People Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	**20**
2		
3		
4		
5		
6		

7			
8			
Total of Price and Points for Specific Goals must not exceed 100 **points**		100	Points

Notes:

1. The successful bidder will be required to fill in and sign a written Contract Form.
2. Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
3. **The documentary proof required to satisfy the points claimed for specific goals in terms of this tender, are duly indicated on the table (1) above.**
4. The bid box is open during official working hours.
5. All Bids must be submitted on the official forms – (Not to be re-typed)
6. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE JBCC Series 2000 Edition 4 Minor Works (August 2007) Conditions of contract AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

COLLECTION OF QUOTATION DOCUMENTS:

Quotation documents may be collected during working hours at the following address :

KZN Department of Public Works Cnr Shepstone & Hyde Roads, Ladysmith at the time indicated on T1.1 Bid Notice and Invitation to Quote

Documents may be collected during working hours between 9h00 to 12h30 and 13h00 to 15h30.

BRIEFING MEETING

A Compulsory pre-Quotation briefing meeting with representatives will take place at:
10:30 Rossburgh RTI

on: **Tuesday, 09 September 2025**

QUERIES RELATED TO QUOTATION DOCUMENTS MAY BE ADDRESSED TO:

DOPW Project Leader:	Lungelo Mbuthu	**Telephone no:**	031 203 2115
Cell no:	066 3950918	**Fax no:**	0
E-mail:	lungelo.mbuthu@kznworks.gov.za		

QUERIES RELATED TO TECHNICAL ISSUES MAY BE ADDRESSED TO:

DOPW Project Leader:	Lungelo Mbuthu	**Telephone no:**	031 203 2115
Cell no:	066 3950918	**Fax no:**	0
E-mail:	lungelo.mbuthu@kznworks.gov.za		

QUERIES RELATED TO SAFETY, HEALTH AND ENVIRONMENTAL ISSUES MAY BE ADDRESSED TO:

Safety Officer:	Elias Dlamini	**Telephone no:**	031 273 1700
Cell no:	0821122333	**Fax no:**	031 273 1709
E-mail:	e.dlamini@kzn.gov.za		

DEPOSIT / RETURN OF QUOTATION DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic, posted and / or late Quotations will **not** be accepted.

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

All Quotation documents must be submitted on the official forms - (not to be re-typed)

TENDER DOCUMENTS MAY BE:

DEPOSITED IN THE Quotation BOX AT:

455a Jan Smuts Highway, Mayville, Durban

eThekwini District Office

KZN Department of Public Works 455a Jan Smuts Highway, Mayville, Durban at the time indicated on T1.1 Bid Notice and Invitation to Quote

4091

T1.2 QUOTATION DATA

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Project Code:	**060109**		
Quotation no:		**Closing date:**	**AS PER ADVERT**
Closing time:	**11:00**	**Validity period:**	**90 Calendar Days"**
Clause number:			

	The conditions of Quotation are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice **423 of 2019** in Government Gazette **42622 of 8 August 2019** as amended from time to time. (see www.cidb.org.za) Refer to Conditions of Tender as bound into this document. The Standard Conditions of Tender make several references to the Quotation Data for details that apply specifically to this quotation. The Quotation 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 "C" in the above mentioned Standard Conditions of Tender. The Joint Building Contracts Committee (JBCC's Minor Works - 4th Edition) agreements will apply and any clauses referred to will be prefixed with JBCC. The conditions of quotation are also subject to the Treasury Regulations 16A and the KwaZulu Natal Supply Chains Management Policy Framework. The reference to the word "Tender" in the Standard Condition of Tender shall be construed to mean "Quotation:".
C.1.1	The employer is the Head: Public Works (Department of Public Works-Province of KwaZulu-Natal)
C.1.2	The quotation documents issued by the employer comprise:

Part 1: Quotation procedures	
T1.1	Bid Notice and Invitation to Quote (T1.1)
T1.2	Quotation Data (T1.2)
T1.3	Annexure C - Standard Conditions of Quote (T1.3)
T1.4	Annexure to Notice and Invitation to Quote (T1.4)
Part 2: Returnable documents	
T2.1	List of returnable documents
T2.2	Compulsory Enterprise Questionnaire (T2.2)
T2.3	Authority to sign Quote (T2.3)
T2.4	Financial Standing and other Resources of Business Declaration (T2.4)
T2.5	Equipment Schedules applicable (T2.5)
T2.6	Contractors Health & Safety Declaration (T2.6)
T2.7	Site Inspection Certificate (T2.7)
T2.8	Proof of UIF Registration (T2.8)
T2.9	Preference Points Claim Form (T2.9)
T2.10	Tax Complaince Status (TCS) PIN to verify on line compliance supplier status via e-filing (T2.10)
T2.11	Proof of Paid Municipal Rates and Taxes (T2.11)
T2.12	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the Commissioner (T2.12)
T2.13	Contract Form - Purchase of Goods/Works-Part 1 (T2.13)
T2.14	Contract Form - Purchase of Goods/Works-Part 2 (T2.14)
T2.15	Bidder's Disclosure - SBD4 (T2.15)
T2.16	Client's Specific requirement for the Contractor's detailed OHS plan (T2.16)
T2.17	Base Line Risk Assessment (T2.17)
T2.18	Capacity of Bidder (T2.18)
T2.19	Functionality Criteria (T2.19)
T2.20	Invitation to Bid - SBD 1 (T2.20)
CONTRACT	
Part C1: Agreements and Contract Data	
C1.1	Form of Offer and Acceptance (C1.1)
C1.2	Contract Data (C1.2)

Quotation no: **ZNTD 06128W**

	Part C2: Pricing Data	
	C2.1	Pricing Instructions
	C2.2	Pricing Schedule
	C2.3	Preliminary and General - EPWP (If applicable)
	C2.4	Preliminary and General - EPWP Beneficiary (If applicable)
	Part C3: Scope of Works	
	C3.1	Scope of Works
	C3.2	Specifications for HIV\STI Awareness
	C3.3	HIV/STI Compliance Report
	C3.4	EPWP Scope of Works (If Applicable)
	Part C4: Site Information	
	C4.1	Site Information
	C4.2	EPWP Employment Contract
	Part C5: Drawings	
	C5.1	List of Drawings
	C5.2	ANNEXURES
	Annexure 1	Model Preambles for Trades 2008
	Annexure 4	Map of submission locations
	Annexure 2	General Electrical Specifications
	Annexure 3	Lightning Protection Specifications
	Annexure 5	Joint Venture Agreement
	Annexure 7	Health and Safety Bill of Quantities
	Annexure 9	Additional Specification - EPWP Beneficiary
	Annexure 10	EPWP Employment Contract
	Annexure 6	Occupational Health and Safety Specification

C.1.4	The Employer's agent is:	
	Name:	**Lungelo Mbuthu**
	COLLECTION OF	**Project Leader**
	Address:	**eThekwini District office , 455a Jan Smuts Highway, Mayville Durban , 4091**
	Tel:	**031 203 2115**
	Fax:	**0**
	E-mail:	**lungelo.mbuthu@kznworks.gov.za**
	The second sentence shall read "Communication **can** be in **any of the official languages recognised in KwaZulu-Natal which is English, Afrikaans or Zulu but writing is preferred in English as this is generally accepted as a business language"**	
C.1.6	Bidder scoring the highest points	
C.2.1	Only those Bidders who are registered with CIBD or who are capable of being so prior to the evaluation of submissions in a 2 SQ ONLY class of construction and are registered with the CIDB are eligible to submit quotations. Bidders must also be registered on the Central Suppliers Database.	
C.2.2	The employer **will not** compensate the tenderer for any costs incurred in the preparation and submission of a quotation offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.	
C.2.7	The arrangements for a Compulsory Pre-Quotation Meeting are: **Location and Time:** 10:30 Rossburgh RTI **Date:** Tuesday, 09 September 2025 The Bidder is required to sign the attendance register. OR No compulsory pre-quotation briefing meeting.	

Quotation no:	**ZNTD 06128W**
C.2.10.3	The Bidders must provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
C.2.11	The Bidder must not make any alterations or additions to the quotation documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Bidder. All signatories to the Quotation offer shall initial all such alterations. Erasures and the use of the masking fluid are prohibited.
C.2.12	Alternative Offers may not be considered
C.2.13	To provide the whole of the Works as per the Scope including Electrical
C.2.13.5	The Employer's address for delivery of Quotation offers and identification details to be shown on each Quotation offer package are as per **T1.1 Bid Notice and Invitation to Quote**.
C.2.15	The closing time for submission of Quotation offers is as per **T1.1 Bid Notice and Invitation to Quote**. Telephonic, telegraphic, telex, facsimile or emailed quotation offers will not be accepted.
C.2.16	The quotation offer validity period is 84 calendar days.
C.2.16.2	The Bidder must, if requested by the employer, consider extending the validity period stated in the Quotation Data for an agreed additional period.
C.2.17	The Bidder must provide clarification of a quotation offer in response to a request to do so from the employer during the evaluation of Quotation offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the quotation offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.
C.2.23	The Bidder is required to submit with this quotation a Certificate of Contractor Registration issued by CIDB or a copy of the application for registration (Form F006) and Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via SARS e-filing.
C.3.3	Quotation offers received after the closing time stated on the Quotation Data, must be returned unopened, (unless it is necessary to open a quotation submission to obtain a forwarding address).
C.3.4.2.	The employer must announce at the opening held immediately after the opening of quotation submissions, at a venue indicated in the Quotation Data, the name of each Bidder whose quotation offer is opened, the total of his prices and time for completion.
C.3.7	The employer must determine whether there has been any effort by a Bidder to influence the processing of quotation offers and instantly disqualify a Bidder (and his quotation offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.8	The employer must determine, on opening and before detailed valuation, whether each quotation offer properly received: a) complies with the requirements of the Conditions of Quotation. b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the quotation documents. A responsive Quotation is one that conforms to all the terms, conditions and specifications of the quotation documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or b) significantly change the Employers or the Bidders risks and responsibilities under the contract, or c) affect the competitive position of other Bidders presenting responsive Quotations, if it were to be rectified. Reject a non-responsive Quotation offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

Quotation no:	**ZNTD 06128W**
C.3.13	Quotation offers will only be accepted if: (a) the Bidder has in his/her possession Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via SARS e-filing. (b) the Bidder is registered with the Construction Industry Development Board in an appropriate class of works and the Bidder has submitted a CIDB certificate of registration. (c) the Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges. (d) the Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform to the contract in the best interests of the employer or potentially compromise the quotation process. (e) the Bidder has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. (f) the Bidder or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the Public sector. (g) The Bidder has signed and submitted the Authority to Sign. (h) The Bidder has signed and submitted the Equipment Schedules, if applicable. (i) The Bidder has submitted Proof of UIF registration and good standing with the Compensation Commissioner. (j) The Bidder has submitted the Signed Form of Offer that is part of the Form of Offer and Acceptance. (k) Proof of Paid Municipal Rates and Taxes.
If a contractor fails to render the service within the stipulated period in the contract, the employer shall in terms of Clause 12 of the JBCC Minor Works Agreement, deduct a penalty from the value of the contract sum. The employer shall deduct an amount as indicated in the **Minor Works Agreement Contract Data EC**.	

C.1.3 - Annexure C - Standard Conditions of Quotation

Note: Where this document refers to tenderer or tender it shall be read as bidder or bid.

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently and comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderer's shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

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

C.1.1.3 The employer shall not seek and the tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.1.3.1 The **tender data** and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the **tender data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Communication shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the **tender data**.

C.1.5 Cancellation and Re-Invitation of Tenders

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

a) due to changed circumstances, there is no longer a need for the engineering and construction specified in the inviteation;
b) funds are no longer available to cover the total envisaged expenditure; or
c) no acceptable tenders are received.

d) there is a material irregularity in the tender process.

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the **tender data** requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 **Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the **tender data**, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 **Option 2**

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the **tender data**, the employer will not compensate the tenderer for any

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

C.2.13.6 Where a two-envelope system is required in terms of the **tender data**, place and seal the returnable documents

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substitutes by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period lapses before the employer evaluating the tender offer(s), the contractor

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the **tender data**.

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to request from the tenderer

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

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

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) days before the tender closing time stated in the **tender data**. If,

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the **tender data**, unopened, (unless it is necessary to open a

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly

C.3.8 Test for responsiveness

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

a) complies with the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

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

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

a) the gross misplacement of the decimal point in any unit rate;

b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetic errors in:
   i) line items totals resulting from the product of a unit rate and a quantity in bills of quantities or
   ii) the summation of the prices.

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

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	**Qualitative interpretation of goal**
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or insurance which the conditions of contract identified in the **contract data**, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

a) Is not under restrictions, or has principals who are under restrictions, preventing participating in procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses tl and technical qualifications, professional and technical competence, financial resources, equipm physical facilities, managerial capability, reliability, experience and reputation, expertise and the perform the contract,

c) has the legal capacity to enter into the contract,

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Comp 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, I his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the **tender data**, and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents, and

c) other revisions agreed between the employer and the successful tenderer.

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

C.3.15 Complete Adjudicator's Contract

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

C.3.16 Registration of the Award

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

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the conti possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

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

T1.4. Annexure to Notice and Invitation to Quote

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information.

Prospective suppliers will be able to self - register on the CSD website: **www.csd.gov.za**

Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.

Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

Bidders are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:

Name of Supplier	
Central Supplier Database (CSD) Supplier Number:	

REGISTRATION ON THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD REGISTER OF CONTRACTORS

In terms of the Construction Industry Development Board Act (CIDB) (Act No. 38 OF 2000) all contractors must be registered on the register of contractors. For registration CIDB can be contacted as detailed below:

Private Bag X14
Brooklyn Square
75
Pretoria

Helpline: 0860-103-353

Website : http://www.cidb.org.za

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

T2.1 LIST OF RETURNABLE DOCUMENTS

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Project Manager:	**Lungelo Mbuthu**	**Quotation no:**	

1. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES

(Quotationer to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Returnable document	
Submission of Compulsory Returnable Schedules (T2.1)	Yes	
Compulsory Enterprise Questionnaire (T2.2)	Yes	
Authority to sign Quote (T2.3)	Yes	
Financial Standing and other Resources of Business Declaration (T2.4)	Yes	
Equipment Schedules applicable (T2.5)	Yes	
Preference Points Claim Form (T2.9)	Yes	
Site Inspection Certificate (T2.7)	Yes	
Contractors Health & Safety Declaration (T2.6)	Yes	
Contract Form - Purchase of Goods/Works-Part 1 (T2.13)	Yes	
Contract Form - Purchase of Goods/Works-Part 2 (T2.14)	Yes	
Bidder's Disclosure - SBD4 (T2.15)	Yes	
Capacity of Bidder (T2.18)	Yes	
Invitation to Bid - SBD 1 (T2.20)	Yes	
	No	N/A
	No	N/A
	No	N/A
	No	N/A

2. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE BIDDER

(Quotationer to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Returnable document	
CIDB Registration form or application for Registration form (F006) including Registration number	Yes	
Tax Complaince Status (TCS) PIN to verify on line compliance supplier status via e-filing (T2.10)	Yes	
B-BBEECertificate	No	N/A
Complete Schedule of rates is to be submitted on the day of the Quotation closing date (C2.2)	Yes	
Proof of Payment of Bid Deposit	No	N/A
Proof of Paid Municipal Rates and Taxes (T2.11)	Yes	
Proof of UIF Registration (T2.8)	Yes	
Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the Commissioner (T2.12)	Yes	
Certified CIDB Contractors Grading Designation Certificate (T1.4) attach proof	Yes	
Certified Proof of Registration Number on the Central Suppliers Database (T1.4) attach proof	Yes	
Base Line Risk Assessment (T2.17)	Yes	

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

(Quotationer to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Number of pages issued	Returnable document	
Form of Offer and Acceptance (C1.1)	3 Pages	**Yes**	
Contract Data (C1.2)	5 Pages	**Yes**	
Pricing Schedule (C2.2)	2 Pages	**Yes**	
	Pages	**No**	N/A

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Quotationer to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Number of pages issued	Returnable document	
Client's Specific requirement for the Contractor's detailed OHS plan (T2.16)	Pages		N/A
Functionality Criteria (T2.19)	Pages		N/A
	Pages		
	Pages		
	Pages		
	Pages		
	Pages		

5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY

(Bidder to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable	
Proof of working capital of at least 25% of project value		N/A
Letters of credit reference from suppliers and credit limits to be stipulated with supporting documents		N/A
Annual/Audited Financial Statement/Management Account/income and Expenditure Statements		N/A
Detailed schedule of resources at all levels		N/A
Schedule of years of experience on similar projects		N/A
Schedule of experience on projects of similar value and duration (Past 3 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 3 years		N/A
Demonstrated ability to work on an accelerated programme		N/A
Experience in projects that have operational challenges i.e. public interface		N/A
Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project		N/A
Submission of a detailed organogram		N/A
All key project resources have more than (5) years' experience in the construction industry. All key project resources have experience in projects of a similar value and nature		N/A
Detailed CV. Traceable reference. Certificates of qualified professionals in their full employment to be attached.		N/A
Detailed CV of each team member (Category) and Traceable references to be detailed		N/A
All key project resources are dedicated full time for the duration of the project including proof of UIF contributions		N/A
Tenderer to demonstrate key/resource deployment over the various work package		N/A
Letter from a registered financial institution confirming intention to issue a provision of a guarantee		N/A
Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.		N/A
Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)		N/A
Material storage, handling and distribution		N/A
Productivity, programming, resource investment, progress tracking, corrective action plans, etc.		N/A
Programme and progress reporting, including tracking of long lead procurement items		N/A
OHS Management, compliance and reporting		N/A
Site documentation control, filing and archiving		N/A
Queries and information required approach		N/A
Procurement of outsourced resources e.g. sub-contractors		N/A
		N/A
		N/A
		N/A
		N/A
		N/A

T2.2 Compulsory Enterprise Questionnaire

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Quotation no:		**Project Code:**	**060109**

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: CSD Number:	

Section 5: 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 6 partners*

Section 6: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	
SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement	

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

i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is 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; and

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			

Please do a print preview before printing

T2.3 AUTHORITY TO SIGN QUOTE

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____

(Legally correct full name and registration number, if applicable, of the Enterprise)

held at *(town)*: _____ on *(date)*: _____

RESOLVED that:

1. The Enterprise submits a Quote to the KZN Department of Public Works in respect of the following project:

DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS

Bid / Quotation Number: **ZNTD 06128W**

2. *Mr/Mrs/Ms: _____

   in *his/her capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: [ ] *(Authorised Signatory)*

be, and is hereby, duly authorised to sign the Quote, and any and all other documents and/or correspondence in connection with and relating to this Quote, as well as to sign any Contract, and any and all documentation, resulting from the award of the Quote to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. ** Delete which is not applicable.*
2. *NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Legal Quoting Enterprise authorising the Representative to make this Offer.*
3. *Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*
4. *In the case of the Quoting Enterprise being a Close Corporation, a certified copy of the Founding Statement of such corporation must be attached to this Quote.*

ENTERPRISE STAMP (If Any)

T2.4 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Bid no:		**Project Code:**	**060109**

ATTACH COMPANY PROFILE TO THIS PAGE IF ALL THE RELEVANT INFORMATION REQUESTED ON THIS FORM IS DEALT WITH IN SAID COMPANY PROFILE

(a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system.
This confirms that a Contractor has, at the time of registration, in the absence of any supply side interventions, sufficient working capital to commence the Works for a single contract and render due performance.

(b) However, it regularly occurs that a Contractor will at the same time submit Bids for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.

(c) It therefore becomes the prerogative of a Bidder in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.

(d) A Bidder who wishes to be considered for this Bid Contract award, over and above other Bids that they have submitted, shall submit when requested by the DoPW the necessary proof that:

(i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),

(ii) he/she has additional Human Recourses available to successfully complete this project.

(iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this Bid. (Please submit to the DoPW the name and contact details of the supplier if the Bidder is going to hire Equipment, Plant or Machinery, when requested.)

I, the undersigned, _____

(name of person authorized to sign on behalf of the Bidder)

understand that it is the responsibility of the Bidder to prove and provide when requested by the DoPW, evidence of the good Financial Standing of the Business to complete the Contract successfully.

Furthermore, it is understood that failure to provide when requested by DoPW, at least the information as stated in paragraphs (d)(i)(ii) AND (iii) above will not enable the Evaluation Team to assess the CURRENT financial standing of the Business and the failure to provide said information when requested will, therefore, invalidate the Bid.

I accept and understand that the Department of Public Works, as representative of the Provincial Administration of KwaZulu-Natal in this Bid, may act against me and the Bidder, jointly and severally, should this declaration and/or any information provided be found to be false.

Duly signed at..... on this the..... day of..... 201...

Full Name of Signatory	Name of Enterprise
Capacity of Signatory	Signature of authorised representative

T2.5 EQUIPMENT SCHEDULES

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Quotation no:		**Project Code:**	**060109**

The Bidder shall complete the following schedules giving details of the various items of materials or equipment that he includes in his offer.

TECHNICAL DATA: STANDBY PLANT

Manufacturer:	
Model number:	
Serial number:	

Voltage	
KVA	
Frequency	
RPM	
Cylinder/stroke	
Fuel capacity and consumption	
Sound pressure level	
Condenser air flow rate	
Attenuation type	
Battery Type	
AMF Change Over Panel Type	
Starter Motor Type and Voltage	
Standard Compliance	

Project Code: **060109**

EQUIPMENT SCHEDULES

TECHNICAL DATA: UNINTERRUPTABLE POWER SUPPLY UPS

Manufacturer	
Model	
Frequency	
Harmonic Distortion Reduction	
Operating Temperature	
Range of Protection – Lightning Strike	
KVA	
Maximum current, cooling mode	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

TECHNICAL DATA: PARCEL X-RAY UNITS

Manufacturer	
Model	
Dimension /Size	
Resolution	
Zoom ranges	
External Radiation Levels	
Standard Compliance	
Electrical nominal voltage	Volts
Monitor Type and size	
Agent	
Telephone no of Agent	
Brochure enclosed	Yes/No

Project Code: **060109**

EQUIPMENT SCHEDULES

TECHNICAL DATA: WALK THROUGH DETECTOR

Manufacturer	
Model	
Timer mode	
No of sequential settings per time switch	
No of N/O and N/C contacts per setting	
Adjustable time lapse between settings	
Operating voltage	
Operating current	
Agent	
Telephone number	
Brochure enclosed	Yes/No

TURNSTILE

Manufacturer	
Size	
Range	
Voltage	
Battery Back Up Time	
Finish	
Agent	
Telephone number	
Brochure enclosed	Yes/No

Project Code: **060109**

EQUIPMENT SCHEDULES

TECHNICAL DATA: PARAPLEGIC LIFT

Manufacturer	
Panel thickness	
Load	
Stops	
Car Size	
Door Opening	
Door Type	
Speed	
Type of Drive	
Speed Control	
Type of Car and Landing Buttons	
Type of Landing Door Frames	
Type of Door	
Internal Finishes	
Pit	
Head Room	
Battery Type	
Method of joining panels	
Floor construction	
Standard Compliance	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

Project Code: **060109**

EQUIPMENT SCHEDULES

TECHNICAL DATA: AIR-CONDITIONING AND VENTILATION INSTALLATION

Area:		
Manufacturer:		
Model number:	WCPU	
	Cooling Tower	
Serial number:	WCPU	
	Cooling Tower	
Voltage		V
Starting amps		A
Running amps		A
System supply gauge pressure		kPA
System return gauge pressure		kPA
Condenser water inlet temperature		°C
Condenser water outlet temperature		°C
Condenser water flow rate		l/s
Blower unit air inlet temperature		°C
Blower unit air outlet temperature		°C
Blower unit air flow rate		m^3/s
Conditioned room air temperature after 1 hour, Design		°C
Conditioned room air temperature after 1 hour, Actual		°C

T2.6 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Quotation no:		**Project Code:**	**060109**

INTRODUCTION

In terms of Regulation 5(1)(h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Bid.

DECLARATION

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications attached to this document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
3. I hereby confirm that adequate provisions has been made in my Bid to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
4. I hereby undertake that if my Bid is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 7(1)(a) of the Construction Regulations of February 2014, which shall be subject for approval by the Client.
5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
   a) Client's Construction Safety, Health and Environmental Specification.
   b) Approved Construction Safety, Health and Environmental Plan.
   c) Occupational Health and Safety Act, Act 85 of 1993.
   d) Construction Regulations of February 2014.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014, and accept that my tender will be rejected.

Duly signed at..... on this the..... day of..... 20.....

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative of Quoter

T2.7 SITE INSPECTION MEETING CERTIFICATE

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Quotation no:		**Project Code:**	**060109**
Closing date:	**AS PER ADVERT**		

This is to certify that I, _____ *(Name of authorised Representative)*

representing _____ *(Name of Enterprise)*

visited the site on: _____ *(Date)*

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

I declare that the representative, named above, is my authorised representative and not a third party agent and that my representative's attending of this site meeting, shall be deemed conclusive proof that my Enterprise are fully aware of what was said and discussed at this meeting.

Name of Bidder	Signature	Date

Name of DOPW Representative	Signature	Date

This form is only to be completed when applicable to the tender and if a Compulsory Site meeting has been called.

Departmental Stamp:

T2.8 CERTIFIED PROOF OF VALID UIF REGISTRATION

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Quotation no:		**Project Code:**	**060109**

ATTACH A CERTIFIED COPY OF PROOF, THAT THE BIDDER IS IN GOOD STANDING WITH THE **UIF** TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Quote by a Joint Venture, certified copies of proof of Good Standing with the **UIF** in respect of each party to the Joint Venture must be attached to this page

"The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process."

T2.9 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Project Title:	DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS
Quotation Number:	
Project Code:	060109

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **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 90/10 preference point system.

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

c) Either the 90/10 or 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:

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

$Ps=80(1-(Pt-P\ min)/(P\ min)$ or $Ps=90(1-(Pt-P\ min)/(P\ min)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$Ps=80(1+(Pt-P\ max)/(P\ max)$ or $Ps=90(1+(Pt-P\ max)/Pmax)$

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of Points allocated (90/10 system) (to be completed by the Organ of State)	Number of Points allocated (80/20 system) (to be completed by the Organ of State)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership by Black People		20		

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: .....
.....
.....
.....

T2.10 TAX COMPLIANCE STATUS (TCS) PIN - TO VARIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Quotation no:		**Project Code:**	**060109**

TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.

In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Complance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.

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

Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.

Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

IMPORTANT NOTICE

The South African Revinue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.

From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.

The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to varify taxpayers compliance status online via SARS e-filing.

Bidders are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) **PIN** number and Tax Reference number in the space hereunder:

Tax Compliance Status (TCS) PIN Number	

Company / Bidding Entity Tax Reference Number	

Name of Bidder: _____

Signature of Bidder:_____

Date:_____

T2.11 PROOF OF PAID MUNICIPAL RATES & TAXES

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Quotation no:		**Project Code:**	**060109**

ATTACH PROOF OF PAID MUNICIPAL RATES & TAXES TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint Venture should be attached to this form.

T2.12 CERTIFIED PROOF OF GOOD STANDING WITH THE COMPENSATION COMMISSIONER

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Quotation no:		**Project Code:**	**060109**

ATTACH A CERTIFIED COPY OF PROOF, THAT THE TENDERER IS IN GOOD STANDING WITH THE COMPENSATION COMMISSIONER, TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Quote by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

T2.13 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Head: Public Works (Department of Public Works: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in bid number ZNTD 06128W at the price/s quoted.
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;
   - Tax Compliance Status (TCS) PIN;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for the Specific Goal/s as outlined in the Invite to Quote in terms of the Preferential Procurement Regulations 2022;
   - Bidder's Disclosure - SBD 4
   - Special Conditions of Contract;

   (i) JBCC Minor Works Edition 4 - August 2007; and
   (i) 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 goods and/or works 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 fulfilment 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:

T2.14 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 2

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I _____ in my capacity as

_____

accepts your bid under reference ZNTD 06128W dated _____ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.
3. 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT _____ ON _____
[Place] *[Date]*

NAME (PRINT): _____

SIGNATURE: _____

Witnesses:

1. _____

2. _____

Date:

OFFICIAL STAMP:

T2.15 BIDDER'S DISCLOSURE - SBD 4

NOTE TO THE COMPILER OF THIS DOCUMENT : PLEASE PRINT THE PDF VERSION OF THE BIDDER'S DISCLOSURE - SBD4 AND ATTACH TO THE BID DOCUMENT. NO CHANGES / AMENDMENTS MUST BE MADE TO THE SBD4 NATIONAL TREASURY FORM.

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 interest1 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

1 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.

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**

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 consortium2 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.

3.4 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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

---

2 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.

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.

3.6 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 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 PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

....
Signature Date

....
Position Name of bidder

T2.16 - CLIENT'S SPECIFIC REQUIREMENT FOR THE CONTRACTOR'S DETAILED OHSE PLAN

Project title:	
Quote no:	
Project Code:	
Items	**Client Specific Requirements**
Site Office location	1) The location of the site office should be in an area that will not require visitors to pass through or enter area where construction work is active and will not require the re-location of the office as the project progresses.
Public Safety	1) When working in a occupied facility the contractors risk assessment and subsequent safe work method statement must take into consideration the negative effect the Contractors activities may have on the health and safety of the occupants of the facility and make provisions for the implementation of all reasonably practicable measures to ensure the health and safety of members of the public.
Extreme weather conditions	1) If the weather condition poses a threat to the health & safety of employees be it extreme heat, cold, lighting or any adverse weather condition appropriate safety measures have to be taken.
Change to scope of work	1) Should there be changes to the original scope of work, the Principal Agent must inform appointed Construction Health and Safety Agent to effect changes to the OHSE Specification.
Safety Plan Submission	1) The successful Tenderer must submit a copy of the detailed OHSE Plan for approval and keep the original for onsite use during construction. The principal Contractor will not be allowed to start site establishment before his/her SHE Plan has been approved in writing.
Bylaws	1) The Principal Contractor must incorporate any aspects of the Local Municipal bylaws which affect the, Safety and Environmental wellbeing of the employees and the public into his/her OHSE Plan and ensure compliance to such bylaws.
Risk assessment for construction work	1) To comply with CR(9) and to also address environmental issues
	2) Risk Assessment must be done if and when required.
	3) DSTI's must be performed on a daily basis be of an acceptable standard and need to be signed off prior to work starting and at the end of each shift.
	4) No work may be performed without an approved DSTI.
	See the attached baseline risk assessment to be considered by both the designer and the principal contractor.
Fall protection	1) To comply with CR (10),
	2) Edge protection and protection of floor openings need to be of such a manner as to properly protect employees from falling off elevated positions or falling into floor openings

Structures	1) To comply with CR (11)
Temporary work	1) To comply with CR (12)
Excavations	1) To comply with CR(13) and the following;
	2) If the risk exists of a person in an excavation being enclosed in an event of a collapse the following will apply; shoring sufficient to prevent enclosure, any excavated material must be placed at least 1metre from the edge and at the maximum angle of repose to the horizontal.
	3) No excavation may affect the stability of any adjoining structure or road unless steps have been taken as identified by an Engineer or a Technologist.
	4) Adequate provisions must be made to ensure that water is drained from excavations where water may enter such excavations as a result of seepage or rain
	5) All excavations made by the Principal or Sub Contractors must be barricaded by means of solid barricading and barricading tape may only be used to make such barricading more visible
	6) If more than one excavation is present on site all excavations must be numbered to ensure effective inspection and control
Demolition work	1) To comply with CR (14) and the following;
	2) Demolition work may only start upon approval of the Demolition Plan by the Client or its duly appointed Agent
	3) In the event that a structure identified for demolition incorporates substances such as, lead or asbestos it must be performed within the requirements of the applicable legislative requirements
Scaffolding	1) To comply with CR(16) and the following;
	2) Scaffolding Inspectors and Scaffolding Erectors must be different individuals.
	3) Scaffold Harness must be used on Scaffolding, normal Harnesses may not be used on scaffolding
	4) Sufficient Scaffolding material e.g., tags, trapdoors etc. need to be on site as determined by the activities on site
	5) Scaffold bases may not be supported by materials such as bricks and chipboard. Suitable material needs to be used as per SANS 10085
	6) If more than one scaffold is present on site all scaffolds must be numbered to ensure effective inspection and control
Construction vehicles and mobile plant	1) To comply with CR (23) and the following;
Electrical installations and machinery on construction sites	1) To comply with CR (24)
Use and temporary storage of flammable liquids on construction sites	1) To comply with CR (25)
Water environments	1) To comply with CR (26)
Housekeeping and general safeguarding on	1) To comply with CR (27) and the following;

general safeguarding on construction sites	2) Contractor to designate areas for placing refuse and rubble prior to being removed from site
	3) Contractor must implement a daily task site clean-up for all activities these should cover work areas, stairways, walkways etc. to free of any construction debris obstruction.
	4) Refuse to be separated for recycling purposes
	5) Hazardous materials such as asbestos may not be included in general rubble and need to be disposed of as per applicable legislative requirements
Stacking and storage on construction sites	1) To comply with CR (28)
Fire precautions on construction sites	1) To comply with CR (29) and the following;
	2) No smoking may be permitted on site except in designated smoking areas
Construction employees' facilities	1) To comply with CR (30) and the following;
	2) Gender signs to be placed at appropriate locations
	3) All welfare facilities to be kept in a hygienic condition at all times
	4) Employees to be trained in good hygiene practices
	5) Toilets to be fitted with doors which can be locked from the inside
	6) Toilets to be sufficiently ventilated
	7) Contractors or contractors employees are not permitted to any other facilities except those provided by the contractor.
Public Safety & Signage	1) The Principal Contractor engaged in construction work must ensure that each person working on or visiting a site, and the general public in the vicinity of the construction site, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers.
	2) Appropriate signage shall be posted at conspicuous points within and around the perimeter of the site. The steps to comply with this requirement must be outlined in the OHSE Plan.
	3) The public or visitors may only be permitted on site if they go through an appropriate health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks
	4) The entire project site must be secured against unauthorized access and provided with appropriate warning signage. Where roadways or walkways must be encroached or closed due to work, adequate barriers shall be installed to safely redirect the flow of vehicles and pedestrians and protect them from construction activities.

	5) Whenever it is necessary to maintain public use of work areas (such as sidewalks, ramps, entrances to buildings, corridors, or stairways), the public shall be protected with appropriate guardrails, barricades, temporary fences, overhead protection, or temporary partitions and hoarding. The public must also be adequately protected from any work created hazards, such as excavations. Appropriate warnings, signs, warning lights and instructional safety signs shall be conspicuously posted and placed where necessary.
	6) The public must also be protected from falling debris and objects from the project site. Overhead protection shall be provided that will fully protect the public and be capable of withstanding the maximum forces that could be applied from potential falling objects. Special attention shall also be given to developing adequate means to protect against wind-blown debris and construction-related materials.
On Site Health and Safety Training & Induction	1) The Principal Contractor shall ensure that all site personnel and visitors undergo a risk-specific health & safety induction training session before starting work or being permitted to enter the site. A record of attendance shall be kept in the health & safety file.
	2) The Principal Contractor shall ensure that, on site periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. The above should also cover all sub-contractors that are onsite.
	3) All Contractors have to comply with this minimum requirement. Environmental issues to be included in toolbox talks where required.
General Record Keeping	The Principal Contractor and all Sub Contractors must keep and maintain Health and Safety records to demonstrate compliance with this Specification, The OHS Act 85/1993; and with the Construction Regulations of 2014. The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office, which must be present on site at all times. The Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.
Health & Safety Audits, Monitoring and reporting	1) The Client or its duly appointed Agent shall conduct monthly health & safety audits. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them at least once a month. Detailed audit reports must be presented and discussed at all levels of project management meetings and a copy of such audit will be provided to the Client or its duly appointed Agent within 7 working days of such audit. Copies of the Client's audit reports shall be kept in the Principal Contractors Health & Safety File.
Emergency Procedures	1) The Principal Contractor shall submit a detailed Emergency Plan for approval by the Client prior to commencement on site. The plan shall detail the response procedure including the following key elements:

	a. List of key competent personnel;
	b. Details of emergency services;
	c. Actions or steps to be taken in the event of the specific types of emergencies;
	d. Information on hazardous material/situations.
First Aid Boxes and First Aid Equipment	1) The appointed First Aider(s) to be in possession of a valid first aid training certificate Level 2. Valid certificates are to be kept in the Site Safety File. All Sub Contractors with more than 5 employees shall supply their own first aid box, except if otherwise agreed upon between Principal and Sub- Contractor in writing.
Accident / Incident Reporting and Investigation	1) Injuries are to be categorised into Near miss, first aid, LTI, fatal etc. Fatal accidents to be reported in addition to applicable legislative requirements to the Client or its duly appointed Agent with immediate effect. The Principal Contractor must stipulate in its construction phase OHSE Plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client immediately. All Sub- Contractors have to report on the abovementioned categories of injuries to the Principal Contractor at least monthly. All categories of incidents/accidents must be in the Statistics Section of the Monthly Audit Reports, submitted to the Client or it's duly appointed Agent.
Hazards and Potential Situations	1) The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
	2) Should a hazardous situation require work stoppages, the work must be stopped and corrective steps taken such as the issue of Written Safe Work Procedures and the issue of Personal Protective Equipment.
Personal Protective Equipment (PPE) and Clothing	1) The Principal Contractor must ensure that all workers are issued with the required PPE as required by the risks associated with the activities they perform.The minimum PPE to be worn on site will be Safety Shoes/Boots, Hard Hats, Overalls. No Visitors may enter the site without Safety Shoes/Boots and Hard hats. The Principal Contractor and all Sub Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. All employees issued with PPE to be trained in correct use, records of training and issue to be kept in the Site SHE File .Procedure to be in place to deal with:
	a Lost or stolen PPE;
	b Worn out or damaged PPE replacement.
	c Employees not utilising PPE as required
	2) The above procedure applies to Principal Contractors and their appointed Sub- Contractors, as they are all employers in their own right.

Permits	1) The Principal Contractor shall prepare and issue the required written permits relating to but not limited to the following:
	a Hot Work
	b Roof Work; and
	c Electrical work (both temporary and permanent)
	d Confined Space Entry
	2) The Principal Contractor must ensure that where permits are required that they are properly implemented and adhered to.
Speed Restrictions and Protections	Unless otherwise stipulated, the maximum speed limit on sites must be limited to 10 km/h.
	1) Vehicle movement routes on site must be clearly indicated where applicable.
	2) Signage to ensure the safe movement of vehicles on site, as well as to ensure the health and safety of all employees and visitors on site, must be displayed in strategic locations.
Hazardous Chemical Substances (HCS)	1) To comply with Hazardous Chemical Substances Regulations as published in Government Notice No. R. 1179 dated 25 August 1995.
	2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances
Asbestos	1) To comply with Asbestos Regulations as published in Government Notice No. R. 155 dated 10 February 2002.
	2) Removal to be done by an accredited asbestos contractor
	3) Proof of accreditation to be kept on site.
	4) Proof of safe systems of work
	5) Disposal certificate.
	6) Under no circumstances may asbestos be handed over to the community irrespective of shape or condition.
Fire Extinguishers and Fire Fighting Equipment	1) The Principal Contractor and Sub-Contractors must allow for and provide adequate provision of regularly serviced temporary fire fighting equipment located at strategic points on site, specific for the classes of fire likely to occur.
	2) The appropriate notices and signs must be allowed for and be erected as required
	3) Contractors may not utilize fire protection equipment belonging to the Client without prior consent
Ladders and Ladder Work	1) The Principal Contractor must allow for and ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, are fastened and secured and are placed at a safe angle.

	2) Records of inspections must be kept in a register on site
	3) All ladders found to be unsafe must be removed from site immediately and not be permitted back onto site until it has been certified as being safe by the Safety Officer or Construction Supervisor.
General Machinery	1) To comply with Driven Machinery Regulations as published in Government Notice No. R. 1010 dated 18 July 2003
Portable Electrical Tools and Hand Tools	1) The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.
	2) The Principal Contractor shall ensure that all portable electrical Equipment, is clearly numbered, inspected by a Competent appointed person and records of such inspections to be kept on record in an appropriate register on the site SHE file
	3) The Principal Contractor shall allow for and ensure the following in relation to hand Tools:
	a That a "Competent Person" undertakes routine inspections and records are kept on site.
	b That only authorized trained persons use the tools.
	c That safe working procedures apply.
	d That PPE is provided and used.
	4) All unsafe hand tools and portable electrical equipment found on site need to be removed from site with immediate effect, tagged as unsafe for use and only be permitted back on site after being certified as safe for use by the Safety Officer or the construction Supervisor.
High Voltage Electrical Equipment Installations and Equipment	1) All Employees must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and ensure that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.
	2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.
Adequate Lighting	1) All Contractors must allow for and ensure that adequate lighting is provided to allow for work to be carried out safely.
Transportation of Workers	1) In addition to CR 23 the following will apply. The Principal Contractor and Sub-Contractors shall not:
	a. Transport persons together with goods or tools unless there is an appropriate area or section of the vehicle in which to store such goods.
	b. Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
	c. Permit workers to stand or sit on the edge of the transporting vehicle.
	d. Transport workers in LDVs unless they are closed/covered and have the correct number of seats for the passengers
	e. No driver may transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.
	2) The driver of any LDV may not permit more than two passengers to occupy the cab of any LDV.
	3) Drivers of such vehicles must have a valid driver's license for the code of vehicle being driven by them.
	4) No servicing of vehicles will be permitted on a Construction Site. No Vehicles or machinery leaking oil will be permitted on site due to the risk posed to the environment.
	5) Any oil or diesel spilled on site must be cleaned up as per accepted environmental practice

	In the event that Earth Moving Machinery is present on site the following must be adhered to:
	a Drivers of vehicles must be instructed to avoid parking behind earth moving machinery in order to ensure that their vehicles are visible to the operators of earth moving machinery.
	b Right of way must be afforded to earth moving machinery at all times.
	c Vehicles must only be permitted to park, where possible, in designated areas
Occupational Hygiene	1) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.
	2) All Contractors must prevent inhalation, ingestion and absorption of any harmful chemical or biological agents
	3) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.
Environmental Management	1) The Principal Contractor and Sub-Contractors must comply with the requirements of NEMA Act.
	2) The Principal Contractor must develop a waste management plan, implement and maintained it onsite
	3 Cement mixing to be done at a predetermined location on site which must include a solid, slab, and bunded edges to prevent runoff
	4) Contaminated run off water from the site must be treated such as to ensure that it does not pose a risk to the environment
	5) Any material which may have a harmful effect when disposed of by normal means must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
	6) The Principal Contractor must allow for and ensure that adequate procedures are implemented and maintained to ensure that waste generated is placed in suitable receptacles and removed from the site promptly.
	7) Plans to deal with spillages must be in place and maintained.
	8) No waste materials (liquid or solid) may be disposed of in drains.
	9) No burning of waste material may take place on site as such material being burned may result in pollution of the air or give off toxic vapours which could be harmful to the health of employees or any other person present on site.
Alcohol and other Drugs	1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor
	2) No person may be under the influence of alcohol or any other drugs while on the construction site.
	3) Any person on the construction site who is on prescription drugs must inform his/her Employer accordingly and the Employer shall in turn report this to the Principal Contractor immediately.
	4) Any person on the construction site who is suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.
	5) Any person on the construction site who is suspected of being under the influence of alcohol or other drugs must be removed from site immediately and be instructed to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

T2.17 - BASELINE RISK ASSESSMENT

Project title:	DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS		
Quote no:		Project Code:	068109

PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures

Activity	Safety	Health	Environmental	Public Safety	Control Measures

Activity	Safety	Health	Environmental	Public Safety	Control Measures

Please do a print preview before printing.

Example:

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Drilling	Entanglement, struck by flying objects, electricity, hazardous substance dust , noise	Electrocution, dust inhalation, noise induced hearing loss, muscle strain, foreign objects in eyes	Contamination of natural resources (spillages)	dust , noise	Safe systems of work ,Training, PPE, barricading, Supervision etc
Sanding	Grazing, wrist strain, bumping	Dust inhalation, dust in eyes, minor abrasions	none	dust nuisance	Safe systems of work ,PPE, Housekeeping, barricading, Supervision etc
Painting	Bumping against, wrist strain	Inhalation of vapours, paint in eyes , minor abrasions	Contamination of natural resources (spillages)	None	Safe systems of work ,PPE, ventilation of area, good housekeeping
Grinding	Electrocution, entanglement, tripping hazards, struck by flying materials etc	Noise induced hearing loss, cuts, loss of limbs, electrocution ,	none	Noise, dust etc	Safe systems of work ,Wet cutting, barricading, temporary guarding, signage Supervision , etc

Activity	Safety	Health	Environmental	Public Safety	Control Measures
Excavation work	Hidden services ,bumping against , uncomfortable working position etc	Back strain , dust inhalation, cuts and abrasions	None	None	Safe systems of work , supervision , PPE , Barricading etc
Cement lifting	Struck by ,sharp edges, poor working position , hazardous substances	Inhalation of cement dust, back strain , dermatitis	Contamination of natural resources (spillages)	Noise, dust	Safe Systems of work ,PPE, Housekeeping, barricading, bunding, Supervision etc
Plastering	Grazing abrasions, bumping against, struck by flying/falling objects, slipping hazards ,hazardous substances etc	Minor bruising, particles in eyes, dust inhalation, hazardous substances exposure effects	Contamination of natural resources	None	Safe systems of work, training , PPE Supervision ,etc
General brickwork	Abrasive surfaces, hazardous substances , straining of muscles	Cut and abrasions, crushing injuries etc	None	dust	Safe systems of work, barricading, signage PPE ,Supervision etc
Compaction of soil	Struck by tools, flammable substances , flying materials	Back strain, heat exhaustion, bruising, dust inhalation, burns	Contamination of resources with dust	Noise	Safe systems of work, barricading, signage , PPE, Supervision etc
Loading and unloading by hand	Bumping against edges , Hands caught between , Sharp edges, muscle strain	Back strain, exhaustion, bruising, hand injuries,	None	None	Safe systems of work, PPE, Training in correct lifting procedures , Supervision etc

Activity	Safety	Health	Environmental	Public Safety	Control Measures
Ladder use	Incorrect positioning, overreach , Overhead hazards , dropping of tools from ladder , Falls	Broken bones , death, electrocution	None	None	Safe systems of work , PPE usage, Supervision etc
Extension cords	Electricity , tripping hazards	Electrocution , fractures etc	none	None	Safe systems of work, PPE, Supervision etc
Hand tools	Tripping, struck by, bumping against, abrasions, sharp edges, caught between surfaces, flying metal particles etc	Cuts ,Bruising ,Foreign material in eyes	none	None	Safe systems of work, PPE, Supervision etc
Scaffolding erection, dismantling	Falls from height, dropping of items, sharp edges, scaffolding collapse, etc	Back strain, bruising, cuts, abrasions, broken bones, death	none	None	Safe systems of work, use of tail street equip, erection of safe scaffolding, Supervision, etc

T2.18 CAPACITY OF BIDDER			
Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Bid no:		**Project Code:**	**060109**

1. **WORK CAPACITY:** (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)

1.1. **Artisans and Employees:** *(Artisans and Employees to be ,or are ,employed for this project)*

Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment	Number
Site Agent			
Project Manager			
Foreman			
Quality Control & Safety Officer-Construction Supervisor			
Artisans			
Unskilled employees			
Others			

1.2. Provide full particulars of the following Assets: *(Assets owned and to be hired - Indicate owned assets)*

Machinery	Plant	Equipment	Vehicles

1.3. Workshops:

Address of Main Workshop:	Address of Regional Workshop (If Applicable):

1.4. Other offers submitted at time of this tender for which results are pending:
(Any other client's tender must also be included)

Bid No.	Project Name	Client Name & Contact No.	Value Tendered in R's	Date bid submitted	Contact Detail

2. PARTICULARS OF THE BIDDERS CURRENT AND PREVIOUSLY COMPLETED COMMITMENTS:

2.1. Current private sector projects: *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

2.2. Current Government sector projects: *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

2.3. Previously completed projects: *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	

Name of Bidder	Signature of authorised representative	Date

T2.19 - Functionality Criteria

The Threshold score, below which tenderers are eliminated from further consideration, should be between 50% and 60%.

Note to the Compiler : THIS IS MERELY AN EXAMPLE OF FUNCTIONALITY CRITERIA; FUNCTIONALITY CRITERIA MUST BE PROJECT SPECIFIC AND FORMULATED IN CONJUNCTION WITH THE DPW PROJECT LEADER

TENDER EVALUATION CRITERIA AND SCORING PRICE AND SPECIFIC GOALS				
	Evaluation Criteria	**Deliverables / Goal**	**Points**	
	Price	A maximum of 80 or 90 Points is allocated for Price.	80	Points
	Specific Goal 1	Ownership by Black People	**20**	Points
	Specific Goal 2	#REF!	**###**	Points
	Specific Goal 3	0	**0**	Points
	Specific Goal 4	0	**0**	Points
	Specific Goal 5	0	**0**	Points
	Specific Goal 6	0	**0**	Points
	Specific Goal 7	0	**0**	Points
	Specific Goal 8	0	**0**	Points

PART A

INVITATION TO BID - SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWA-ZULU NATAL DEPARTMENT OF WORKS

BID NUMBER:	ZNTD 06128W	**CLOSING DATE:**	AS PER ADVERT	**CLOSING TIME:**	11:00
DESCRIPTION	DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

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				
	TCS PIN:		**CSD No:**	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick YES or NO)	Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT (Tick YES or NO)	Yes
	No			No
If YES, State the name of the verification agency accredited by SANAS				

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes		NO		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE**	YES		NO
	[IF YES ENCLOSE PROOF]				**(IF YES ANSWER PART B:3 BELOW)**			

SIGNATURE OF BIDDER		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	DEPARTMENT OF PUBLIC WORKS	CONTACT PERSON	Lungelo Mbuthu
CONTACT PERSON	MRS T.P NGUBANE	TELEPHONE NUMBER	0663950918
TELEPHONE NUMBER	0872887063	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	lungelo.mbuthu@kznworks.gov.za
E-MAIL ADDRESS	thembisa.ngubane@kznworks.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING - SBD 1

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO	
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	YES		NO	
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO	
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO	

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

C1.1: FORM OF OFFER AND ACCEPTANCE

Quotation no: ZNTD 06128W

OFFER

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

DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Quotation Data and Addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

Amount (in words):	
Amount in figures:	**R**

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature (s)				
Name (s)				
Capacity				
For the tenderer				
	(Name and address of tenderer)			
Name and signature of witness			**Date**	

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Tenderer's
The terms of the contract, are contained in:

Part C1	Agreement and Contract Data, (which includes this agreement)
Part C2	Pricing data
Part C3	Scope of work.

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature (s)			
Name (s)			
Capacity			
For the employer			
	(Name and address of employer)		
Name and signature of witness			

Schedule of Deviations

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 conditions of tender.

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

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject:	
Details:	

2. Subject:
Details:

3. Subject:
Details:

4. Subject:
Details:

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

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

C1.2 :CONTRACT DATA:

JBCC 2000 MINOR WORKS AGREEMENT (4th Edition)

DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS

Quotation no:

The Conditions of contract are clauses 1 to 20 of the JBCC series 2000 Minor Works Agreement (4th Edition, August 2007) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (031-2667070), South African Association of Consulting Engineers (011-4632022), South African Institute of Architects (031-2017590), Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

CONTRACT VARIABLES

THE CONTRACT DATA

The **Contract Data** contains all variables referred to in this document and is divided into Employer to Contractor (EC) Data and Contractor to Employer (CE) Data categories. The Employer to Contractor (EC) Data category must be completed in full by the Employers or his Agent and included in the Quotation documents. The Contractor to Employer (CE) Data must be left blank by the Employer or his Agent for the Contractor to fill in. Both the EC and CE Data categories form part of this **agreement.**

Spaces requiring information must be filled in, shown as **"not applicable"** or deleted but not left blank. Where choices are offered, the inapplicable 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.

	PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER (MINOR WORKS AGREEMENT CONTRACT DATA EC) (JBCC Series 2000 Edition 4.0 Code 2108-EC July 2007)
1	CONTRACT DATA - EMPLOYER
1.0	CONTRACTING AND OTHER PARTIES
1.1 *[1.1]*	**Employer:** **Head: Public Works (Department of Public Works: Province of KwaZulu-Natal)** Postal address: **Private Bag X9041** **PIETERMARITZBURG** **3201** Tel: **033 - 8971399** Fax: **033 - 8971300**
[1.2]	Physical address: **191 Prince Alfred Street** **PIETERMARITZBURG** **3200**
1.2 *[6.1]*	**Principal Agent:** **Lungelo Mbuthu** Postal address: **eThekwini District office** **455a Jan Smuts Highway, Mayville Durban** **4091** Tel: **031 203 2115** Fax: **0**
1.3 *[6.1.9]*	**Agent (1)** **AR Citech** **Agent's** service: **Architect** Postal address: **P.O. Box 12345** **Never never Land** **1234** Tel: **012 34567** Fax: **012 34568**
1.4 *[6.1.9]*	**Agent (2)** **ME Assure** **Agent's** service: **Quantity Surveyor** Postal address: **P.O. Box 12345** **LaLa Land** **1234** Tel: **097 76543** Fax: **097 76542**
1.6	Interest of principal agent or other agents in the project Details where "yes" N/A

1.7	The **principal agent** [1.2] is responsible for the preparation of the **contract data** schedule and must be contacted should the **contractor** be uncertain of the information provided or to be provided. Failure to complete the **contract data** schedule in full may result in the tender/quote being disqualified.

Quotation no:	*ZNT1222 W*		
2.0	**CONTRACT AND SITE INFORMATION**		
2.1 *[1.1]*	The **law** applicable to this agreement:	**SOUTH AFRICA**	*(Country or State)*
2.2 *[1.1]*	**Works** identification: **Refer to document C3 – Scope of Work.**		
2.3 *[1.1]*	**Site** description: **Refer to document C4 – Site Information.**		
2.4 *[5.1.3]*	Possession of the **site** is to be given on:	**To be determined**	*(Date)*
2.5 *[7.1.2]*	Period for the commencement of the **works** after the **contractor** takes possession of the **site**:	**10**	*(working days)*
2.6 *[7.1.1]*	Waiver of **contractor's** lien or right of continuing possession is required.	**Yes**	*(Yes/No)*
2.7	Existing premises will be occupied. Where "yes" the specific requirements are described or detailed in the **contract documents**.	**No**	*(Yes/No)*
	N/A		
2.8 *[5.1.5-6]*	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the **contract documents**.	**YES**	*(Yes/No)*
2.11.1	Water — Option A: **Contractor** - his cost; Option B *NOT APPLICABLE*: **Employer** - free of charge; Option C: **Employer** - metered (contractor cost)	**A**	*(A, or C)*
2.11.2	Electricity — Option A: **Contractor** - his cost; Option B *NOT APPLICABLE*: **Employer** - free of charge; Option C: **Employer** - metered (contractor cost)	**A**	*(A, or C)*
2.11.3	Telecom — Option A: **Contractor** - his cost; Option B *NOT APPLICABLE*: **Employer** - free of charge; Option C: **Employer** - metered (contractor cost)	**A**	*(A, or C)*
2.11.4	Ablutions — Option A: **Contractor** - his cost; Option B *NOT APPLICABLE*: **Employer** - free of charge	**A**	
3.0	**INSURANCES AND SECURITIES**		
3.1 *[3.4.1]*	Public liability insurance to be effected by:	**CONTRACTOR**	*[Employer/Contractor]*
	For the sum of:	N/A	*[Amount]*
	With a deductible of:	N/A	*[Amount]*
3.2 *[3.4.2]*	Contract works insurance to be effected by:	**CONTRACTOR**	*[Employer/Contractor]*
	For the sum of:	Contract Sum plus 10%	*[Amount]*
	With a deductible of:	N/A	*[Amount]*
3.3 *[3.4.3]*	Support insurance to be effected by the **employer**: For the sum of:	**N/A**	*[Amount]*
	With a deductible of:	**N/A**	*[Amount]*
3.4 *[2.5]*	The **employer** shall provide a **Payment Guarantee**:	**NO**	*[Yes/No]*
	For the sum of:	**N.A.**	*[Amount]*
[2.6]	The **contractor** shall waive his lien where a **payment guarantee** is provided:	**N.A.**	*[Yes/No]*
4.0	**PRACTICAL COMPLETION DATES AND PENALTIES**		
4.1 *[7.1.2]*	For the **works** as a whole:		
	The date for **practical completion**:	To be determined	*[Date]*
	Penalty per **calendar day**:	0.04% of the Contract Sum per calendar day	
	Contract Period	12 Calendar Months	

5.0	**DOCUMENTS AND GENERAL**				
5.1 *[4.5]*	Construction document copies to be supplied to the **contractor** free of charge:	**3**	*[No of]*		
5.2 *[4.1]*	The **contractor** shall provide the **priced document**: Complete Schedule of rates is to be submitted on the day of the Quotation closing date (C2.2)	**"A"**	*[Addendum No.]*		
5.3 *[1.8]*	Changes made to **JBCC** standard documents:	**Yes**	*[Yes/No]*	**"B"**	*[Addendum No.]*

Additions, deletions and alterations to the JBCC Minor Works Agreement: **The following clauses is N/A to this contract:**

Omit Clause 2.1 and 2.2; 2.4 to 2.7
Omit Clause 3.4 and 3.5;
Omit Clauses 5.1.1 and 5.1.2 and 5.1.5 and 5.1.6
Omit Clauses 7.1.1
Omit Clause 12.3.2;
Omit Clauses 13.6.1 and 13.6.3 and 13.8 and 13.13 to 13.16
Omit Clauses 14.9
Omit Clauses 15.1.1 and 15.1.5 and 15.3.7 and 15.3.8
Omit Clauses 16.1.1 and 16.4.7 and 16.4.8
Omit Clauses 17.2.6 and 17.2.7
In clause 13.9.1 replace "8% of such value to a limit of 4%.." with "10% of such value to a limit of 10%.."
In clause 13.9.2 replace "2% of the contract sum.." with "5% of the contract sum.."
In clause 13.11 replace "within 7 calendar days of date of issue.." with "within 21 calendar days of date of issue.."
In clause 4.1 replace "10 working days" with "submit the priced schedule of Quantities with the Returnable Schedules."
See paragraph 5.3 of C3.2 Specification For HIV\Aids Awareness - penalty of 0.04% of Contract Sum.

5.4 *[5.2.1]*	Work to be undertaken by **direct contractors**:	**No**	*[Yes/No]*	**N/A**	*[Addendum No.]*
5.5 *[5.1.7]*	Interim **payment certificate** to be issued by:	**25**		*[Date of Month]*	

5.5 *[1.1]* *[6.2.9]*

Schedule of Price cost Amounts (if applicable). The amounts in this schedule <u>are</u> to be included in the quotation amount:

	Description	Amount
1	N/A	N/A
2	N/A	N/A
3	N/A	N/A

5.6 *[1.1]* *[6.2.10]*

Schedule of Employer allowances (if Applicable). This amounts in this schedule is for information purposes only and are <u>not</u> to be included in the quotation amount.

	Description	Amount
1	N/A	N/A
2	N/A	N/A
3	N/A	N/A

5.7 *[8.1.1]* *[5.2.1]*

Schedule of work by **direct subcontractors**. Note: This schedule is for information purposes only and are <u>not</u> to be included in the quotation amount.
Description and estimated values:

	Description	Amount
1	N/A	N/A
2	N/A	N/A
3	N/A	N/A

5.8 *[3.2.3]*	Direct contractor's total insurance cover: **Not Applicable**
5.9 *[1.1]*	Quotation submissions shall close at the time and on the date as stated in the **T1.1 - Bid Notice and Invitation to Quote**
6.0	**DECLARATION BY THE PRINCIPAL AGENT**

I, the **principal agent** named in 1.2 above, declare that the information provided above is complete and accurate at the time of calling for tenders. Where necessary, should any of the above information need to be varied, Tenderer's will be informed thereof in writing forthwith.

Principal Agent _____ Date _____

Part 2: CONTRACT DATA COMPLETED BY THE CONTRACTOR (MINOR WORKS AGREEMENT CONTRACT DATA CE) (JBCC Series 2000 Edition 4.0 Code 2108-CE August 2007)

1.0 **CONTRACT DATA - CONTRACTOR**

CONTRACTING PARTY

Note: All information for this section requires to be filled in by the **contractor**. The **Project Leader/Employers Agent** shall not pre-select or fill in any of the alternatives available to the **contractor**.

1.1 *[1.1]*	**Contractor** / Tenderer: Postal address: _____ _____ _____ _____ Code: _____ Tel: _____ Fax: _____ Tax / VAT Registration No: [ ]
[1.2]	Physical address: _____ _____ _____
2.0	**SECURITIES**
2,1	The security provision selected is:
2.1.1 *[2.2]*	Variable Construction Guarantee: **NO** *[Yes/No]*
2.1.2 *[2.3, 13.9]*	Retention: **YES** *[Yes/No]*
2.1.3 *[2.7]*	Advanced Payment is required. Where "Yes": **NO** *[Amount]*
	Note: *Advance Payment Guarantee equal in value to above amount [2.1.3] is required from contractor.*
3.0	**PAYMENT AND ADJUSTMENT OF PRELIMINARIES**
3.1 *[14.3]*	**Payment of Preliminaries** The payment of preliminaries related to minor works shall be according to Option A only:
3.1.1	**Option A** Assessed by the **principal agent** as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the **contract sum** excluding: • The amount for preliminaries • Any contingencies All inclusive of **tax**
3.1.2	**Option B** (Not Applicable)
3.2	**Adjustment of Preliminaries** The amount or items of preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time and/or value have on preliminaries. Such an adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Option A and shall preclude any further adjustment of preliminaries. Adjustment of preliminaries in terms of Option A shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**. The adjustment of preliminaries shall be based on the option as selected in the **contractor**'s quote. For the adjustment of the preliminaries both the contract sum and the contract value shall exclude: • The amount of preliminaries • Any contingency sum All inclusive of **tax**
3.2.1	**Option A** The amount of preliminaries shall be adjusted in the following categories: • An amount which shall not be varied • An amount which shall be varied in proportion to the **contract value** as compared with the **contract sum** • An amount which shall be varied in proportion to the **construction period** as compared to the initial construction period excluding revisions to the **construction period** for which the **contractor** is not entitled to adjustment of the **contract value** in terms of the **agreement** The contractor shall, within fifteen (15) working days of taking possession of the **site**, give the **principal agent** a breakdown, subdivided onto the above categories, of the amount for preliminaries in tabulated form, all to the satisfaction of the **principal agent**. Should the **contractor** fail to provide such information within the period stipulated then the amount for the preliminaries shall be deemed to be subdivided into the following proportions: • 10% (ten per cent) which amount shall not be varied • 15% (fifteen per cent) which amount shall be varied in proportion to the **contract value** as compared with the **contract sum** • 75% (seventy-five per cent) which amount shall be varied in proportion to the **construction period** as compared with the initial **construction period** For a lump sum document, should the contractor fail to identify the amount for preliminaries, then such an amount shall be deemed to be 7.5% (seven and a half per cent) of the contract sum excluding any contingency sum inclusive of **tax.**
3.3	**Payment certificate cash flow** The contractor shall provide all reasonable assistance to the **principal agent** in the preparation of cash flow projections of claims for **payment certificates** where required by the **employer**. The projections shall be based on the **programme** and shall be updated as and when the **programme** requires updating. The cooperation of the **contractor** in terms of this item shall not prejudice his right to receive payment in terms of the **agreement**.

3.4 *[6.1.4]*	Meetings at which **contract minutes** are recorded shall be held:	**MONTHLY**	*[State Period]*
3.5 *[13.3]*	Valuations date for payments shall be on:	**18**	*Of the month*
4.0	**EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS**		
4.1 *[1.6]*	Changes (if any) in terms of the Employer's Contract Data are accepted :	**YES**	*[Yes/No]*

Where "Yes" an addendum referenced to this clause is to be attached should the space provided be insufficient.

1. See paragraph 5.3 above for clauses that are not applicable to this contract.
2.
3.
4.

5.0	**THE QUOTE**	
5.1 *[1.1]*	The accepted **contract sum** inclusive of **Value Added Tax** is:	R
	Amount in words:	

6.0 **SIGNATURES OF THE CONTRACTING PARTIES**

[20.0]

We the **Employer** and **Contractor** accept the above conditions and the offer in terms of 5.0 and hereby enter into a contract for the execution and completion of the **works**. This agreement is the entire contract between the parties regarding the matters addressed herein. No representation, term, condition, or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties.

Thus done and signed at.....on .....of.....200....

Name of signatory	Capacity of signatory	for and behalf of the **Employer** who by signature hereof warrants authorisation hereto

as Witness (1)	as Witness (2)
Name:	Name:
Address:	Address:

Thus done and signed at.....on .....of.....200....

Name of signatory	Capacity of signatory	for and behalf of the **Contractor** who by signature hereof warrants authorisation hereto

as Witness (1)	as Witness (2)
Name:	Name:
Address:	Address:

NAME OF INSTITUTION: ROSSBURGH-RTI

SERVICE DESCRIPTION: FENCING REPAIRS

WIMS NO: 060109

Bill A: PRELIMINARIES AND GENERAL

Item no.	Description	Unit	Qty	Rate	Amount
	NOTE: **Before pricing the document, the locality of the project must be taken into consideration including access and access roads to the project site**				
1	Occupational Health and Safety Act No 58 of 1993. Tenders are allowed to allow for cost in providing a construction phase Safety , Health and Environment	Item	1		
2	Allow for Labour Personal Protective Equipment (PPE's), Safe site barricading and other safety requirements measures on site	Item	1		
	PLANT & EQUIPMENT				
3	Supply of Plant and Equipment including scaffolding as necessary	Item	1		
	PORTABLE TOILET AND STOREROOM:				
4	Supply and Maintenance of one (1) flushable portable toilet on site for the duration of the contract	No.	1		
5	Supply and Maintenance of one (1) Storeroom on site for the duration of the contract	No	1		
	WATER FOR THE WORKS				
6	The contractor shall provide all water that is necessary for the completion of the Works at his/her own expense and shall not use any water from the institution or provincial building for the duration of the contract The contractor will make his/her own arrangements to provide water tanks, containers, drums, water carts, etc. as deemed necessary to satisfactorily complete the scope of work Note: The water must be clean and suitable for building works	Item	1		
	Total Carried Forward to Page 2 of 6				

NAME OF INSTITUTION: ROSSBURGH-RTI
SERVICE DESCRIPTION: FENCING REPAIRS
WIMS NO: 060109

Bill A: PRELIMINARIES AND GENERAL

Item no.	Description	Unit	Qty	Rate	Amount
	Total Brought Forward from Page 1 of 6				
	WATER FOR THE WORKS (CONTINUED)				
	A Provincial Building or Institution shall mean any building owned by the Administration and any Board, Committee or Council, for which the Department undertakes work of any kind for which this contract is entered into.				
	ELECTRICAL LIGHTING AND POWER:				
7	The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of any portion of the Works, and provide electric power for any purpose required in connection with the Works, including for all electric light and power required by all Sub-Contractors and nominated Sub-Contractors.	Item	1		
	The Contractor shall give all notices and pay all fees in connection with temporary electrical connections and pay for all current consumed.				
	LEAVE PERFECT:				
8	Allow for cleaning all glass, accumulated rubble, building material, etc. washing all floors and leaving the whole of the works and grounds in a thoroughly clean and perfect state fit for occupation at the completion of the Contract. Care must be taken not to use any cleaning materials which are likely to cause damage to the finished surface.	Item	1		
	Total Carried Forward to Summary Page 6 of 6				

NAME OF INSTITUTION: ROSSBURGH-RTI
SERVICE DESCRIPTION: FENCING REPAIRS
WIMS NO: 060109

Bill 1: ALTERATIONS

Item no.	Description	Unit	Qty	Rate	Amount
1	**SITE CLEARENCE**				
1.1	Clear site of trees, weeds, bushes and grass 1,5m all around fence boundary line and cart away cleared material to an approved dumpsite	m²	430		
	Taking out and removing clear view panels and poles from fence to remain				
1.2	Carefully remove damaged 2200mm high x 3000mm wide clear view panels with flatwrap barbed wire, remove all defective fence poles. The removal of existing damaged fence should be done in sections not exceeding 10m at a time. The site must be secured at all times, to ensure the site security is not comprised at any stage	m	65		
	Taking out and removing wired mesh fence and poles				
1.3	Removal of wired mesh fence and concrete poles. The removal of existing damaged fence should be done in sections not exceeding 10m at a time. The site must be secured at all times, to ensure the site security is not comprised at any stage	m	160		
	Removal of existing gates				
1.4	Removal of existing clearview double gate, approx. 12 000mm wide x 2 000mm high, bolted to concrete columns	No	1		
	Total Carried Forward to Page 6 of 6				

NAME OF INSTITUTION: ROSSBURGH-RTI
SERVICE DESCRIPTION: FENCING REPAIRS
WIMS NO: 060109

Bill 2: EXTERNAL WORKS

Item no.	Description	Unit	Qty	Rate	Amount
2	**EXTERNAL WORKS** **FENCING** **NOTE: The successful contractor must work in conjunction with the security personnel on site to ensure security of the site at all times** **Posts:**				
2.1.1	**Panels** Panel size shall be approximately 3 000 mm wide and 2 200 mm in height. Panel aperture size (centers) shall be 76.2 mm x 12.7 mm. The panel shall be reinforced with 4 x 50 mm deep "V" formation horizontal recessed bands (rigidity). Panel shall have 2x70° flanges along sides (Internal fixtures – all fixtures shall be on the inside of the fence line). Panel shall have 2 x 30° flanges along top and toe. Panel posts shall have a flush panel post finish with no climbing aid. Panel shall be affixed to posts over 48 line wires using 8x single bolt comb clamps and 8x single bolt comb clamps using 24 x Anti vandal bolts. To match the existing fence		N/A	N/A	
2.1.2	**Barbed and razor wire:** 600mm Diameter fully galvanised steel flatwrap razor tape fixed to three strands of 3.15mm galvanised straining wire		N/A	N/A	
	Total Carried Forward to Page 6 of 6				

NAME OF INSTITUTION: ROSSBURGH-RTI
SERVICE DESCRIPTION: FENCING REPAIRS
WIMS NO: 060109

Bill 2: EXTERNAL WORKS

Item no.	Description	Unit	Qty	Rate	Amount
	SUPPLY AND INSTALL NEW CLEARVU FENCE				
2.2	Supply and install 2 200mm high x 3 000mm wide ClearVu fence **as specified on previous page**	m	220		
2.3	Supply and fit flatwrap barbed wire fence **as specified on previous page**	m	220		
	Gates				
2.4	2 x 51mm Diameter tubular framed double gate size 5000 x 2100mm high including barrel bolt with 25mm diameter galvanised pipe keep and standard semi-circular hinged gate lock, hung to posts	No	1		
2.5	Extra on ClearVu for gate posts.	No	2		
	Total Carried Forward to Page 6 of 6				

NAME OF INSTITUTION: ROSSBURGH-RTI
SERVICE DESCRIPTION: FENCING REPAIRS
WIMS NO: 060109

FINAL SUMMARY

Bill No.	DESCRIPTION	PAGE NO.	AMOUNT
	FINAL SUMMARY		
	Total brought forward from the following:		
BILL A	**PRELIMINARIES AND GENERAL**	Page 1 of 6	
BILL 1	**ALTERATIONS**	Page 3 of 6	
BILL 2	**EXTERNAL WORK**	Page 4 of 6	
	NOTE: 1. Unit prices to include labour, material and transport, etc. 2. Leave site neat and tidy and make good to disturbed work in respect of every trade. 3. The Contractor to ensure that the Health and Safety Regulations are carried out at all times until the completion of the service. 4. Items are re-measurable on completion and priced units will be adjusted accordingly		
	Sub-total		
	15% Vat		
	TOTAL AMOUNT		

PART C2: PRICING DATA

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Quotation no:		**Project Code:**	**060109**

C2.1 Pricing Instructions

The Bidder's prices must be provided in accordance with the scope of work i.e. the prices, rates and quantities to be included in the Pricing Schedule for the work described under several items. An item against which no price is entered will be considered to be covered by prices in the Pricing Schedule. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

The method of measurement herein will be the only method of measurement recognized in connection with this contract.

All equipment or materials used in this contract is to be that which is specified or other approved (other approved means where approval is given by the Head: Works prior to the close of the quotation).

The Pricing Schedule is to indicate VALUE ADDED TAX payable by the Employer separately in addition to the total Quoted prices. The Quotation Offer must indicate prices inclusive of VALUE ADDED TAX.

The Bidders obligation in pricing the Quotation offer and the Employer's undertakings in checking and corrections of arithmetical errors are indicated in the Annexure A - Standard Conditions of Quotation.

The Conditions of Contract referred to in this document must be understood and read by the Contractor and will be taken to apply at all times to the work which this Contract refers. The contractor must allow whatever price or costs he may consider necessary to provide for the carrying out and due observance of the aforesaid Conditions of Contract.

PART C3.1: SCOPE OF WORKS

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Quotation no:		**Project Code:**	**060109**

C3.1 - SCOPE OF WORKS

1. DESCRIPTION OF THE WORKS

Fencing Repairs

2. EXTENT OF THE WORKS

Insert a brief description of what will be expected in terms of the works. Eg. Alterations, renovations, refurbishments, new construction, site works, etc.

Type of construction and materials/finishes to be used.

3. LOCATION OF THE WORKS

DEPARTMENT OF TRANSPORT :ROSSBURGH RTI

4. CERTIFICATION BY RECOGNIZED BODIES

Any specific institutions which may certify items for inclusion in the works and building systems, e.g. Agreement Board of South Africa.

5. SERVICES TO BE PROVIDED

State requirements, as necessary for the contract to:
- Hook up to, and distribute, water, electricity and telecommunication services
Clean up and make good when the service or facility is no longer required, leave the Employers facilities in the condition they were before the contractor first made use of them, fair wear and tear accepted, and
continuously clear and dispose of waste and surplus material to maintain the site in a tidy state.

6. UNAUTHORISED PERSONS

State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer
The contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

7. ELECTRONIC PAYMENTS

Once a contract is awarded the contractor must complete a WIMS Registration form and a financial detail certificate available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signed the financial detail certificate.

8. DAILY RECORDS

Add the requirements for daily records of resources (people and equipment employed), or site diaries in respect of work performed on the site, and where such documents are to be kept.

9. PAYMENT CERTIFICATES

State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer. Contractor's must ensure that they submit their Tax Invoice with their claim for timeous payment.

10. PERMITS

State requirements for Contractor's staff to have security \ entrance permits and the like.

11. PROOF OF COMPLIANCE WITH THE LAW

State specific documents / methods by which compliance with any legislation is to be verified, as necessary.

C3.2 SPECIFICATION FOR HIV/AIDS AWARENESS

1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

a) raising awareness about HIV/AIDS;

b) providing construction workers with access to condoms;

c) HIV counseling, testing and referral services; and

d) Sexually Transmitted Infection diagnosis and treatment.

2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

3 Definitions and Abbreviations

3,1 Definitions

Construction Worker: all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

Local Community: the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

Service provider: the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

3,2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

4 Objectives

The objectives are to:

a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;

b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;

c) promote early diagnosis; and

d) assist affected individuals to access care and counseling.

5 Requirements

5,1 General requirement

The contractor shall, in order to satisfy the objectives stated in 4:

a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;

b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which

c) encourage voluntary HIV/STI testing;

d) provide information concerning counseling, support and care of those that are infected services; and

e) comply with the requirements of 5.2.

***The* provisions *of* 5.1 c) *and d) do not apply to* this contract.**

5,2 HIV awareness programme

5.2.1 The contractor shall:

a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and

b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

Note: The National Department of Public Works maintains a list of qualified service providers.

5.2.2 The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

5.2.3 The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;

b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)

5,3 Reporting

5.3.1 The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).

5.3.2 The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

Note: In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.

The *HIV /Aids* awareness programme *described* in 5.2 shall in addition *be conducted* for the benefit *of* the local community on two occasions in the community centre nearest to the building site. The contractor shall be *responsible* for inviting identifiable community-based *institutions and organisations, churches, and schools to participate in the* programme.

C3.3 HIV/STI COMPLIANCE REPORT

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

Project Code:	060109		
Payment Claim number:		Period covered by payment claim:	

1. Distribution of condoms (briefly describe where and how condoms are distributed).

2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).

3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).

NOT APPLICABLE

4. Counseling, support and care (summarise information provided).

NOT APPLICABLE

5. HIV awareness programme (briefly describe action).

6. Schedule of construction workers exposed to the HIV awareness programme.

Name	Identity number	Trade / occupation	Name of employer

I hereby declare the above to be a true reflection of actions taken to ensure compliance with the specification.

For Contractor:

Name: _____

Signature: _____

Date: _____

Employer's representative:

Name: _____

Signature: _____

Date: _____

C3.4 SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDEND PUBLIC WORKS PROGRAMME (EPWP)

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Project Code:	**060109**	**EPWP NO:**	**N/A**

Introductory notes:

1. The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters **LI** are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
2. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

DESCRIPTION OF THE 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 comprise the activities described in the Labour-Intensive Specification. 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. (See GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) -THIRD EDITION 2015)

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards. Table 1: Skills programme for supervisory and management staff.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	

Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water an Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail :gerard@ceta.co.za , tel: 011-265 5900)			

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

1.1 Requirements for the sourcing and engagement of labour.

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

1.1.2 The rate of pay set for the EPWP per task or per day will be an acceptable rate determined by the Department of Labour.

1.1.3 Tasks established by the contractor must be such that:

a) the average worker completes 5 tasks per week in 40 hours or less; and

b) the weakest worker completes 5 tasks per week in 55 hours or less.

1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive

a) where the head of the household has less than a primary school education;

b) that have less than one full time person earning an income;

c) where subsistence-agriculture is the source of income;

d) that who are not in receipt of any social security pension income.

1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:

a) 55 % women;

b) 55% youth who are between the ages of 18 and 35; and

c) 2% on persons with disabilities.

1.2 Specific provisions pertaining to SANS 1914-5

1.2.1 Definitions

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

1.2.2 Contract participation goals

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

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

1.2.3 Terms and conditions for the engagement of targeted labour

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

1.2.4 Terms and conditions for the engagement of targeted labour

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

1.2.5 Variations to SANS 1914-5

1.2.5.1 The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

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

1.3 Training of targeted labour

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

1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.

1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

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

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

GENERIC LABOUR-INTENSIVE SPECIFICATION

1 Scope

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

a) trenches having a depth of less than 1.5 metres
b) storm water drainage
c) low-volume roads and sidewalks

2 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.

3 Hand excavateable material

Hand excavateable material is material:

a) Granular materials:

i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or

ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) Cohesive materials:

i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the 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 degrees with respect to the horizontal) into the material being used.

Table 2: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	**DESCRIPTION**	**CONSISTENCY**	**DESCRIPTION**
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with
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.

4 Trench excavation

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

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

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

a) to 90% Proctor density;

b) such that in excess of 5 blows of a dynamic 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.

6 Excavation

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

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

7 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

8 Shaping

All shaping shall be undertaken by hand.

9 Loading

All loading shall be done by hand, regardless of the method of haulage.

10 Haul

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

11 Offloading

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

12 Spreading

All material shall be spread by hand.

13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

14 Grassing

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

15 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.

16 Manufactured Elements

Elements manufactured or designed 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. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

PART C4.1: SITE INFORMATION

Project title:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**		
Quotation no:		**Project Code:**	**060109**

C4.1 - Site Information

Bidders are advised to visit the site before pricing in order to satisfy themselves as to the nature and full extent of the work to be done and the conditions generally affecting the execution of the contract. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained.

GENERAL

(a) Describe nature of ground, surface conditions, water table as visible in test holes, and other indisputable facts that may affect construction. Provide available data, information and site plan.

(b) Any additional site information such as location, improvements on site, adjacent buildings, environmental issues, etc. must be described in detail herein.

C4.2 - Geotechnical Investigation Report

Refer to Geotechnical Investigation Report attached to this document for any reference to the subsoil conditions.

PART C5.1 : DRAWINGS/ANNEXURES

DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS

Quotation no.:		**Project Code:**	**060109**

C5.1 List of Drawings and Relevant Annexures

(Where drawings/annexures are issued, document compilers must insert the following paragraph and list the applicable drawings / annexures below.)

The following drawings / annexures shall be issued during the Quotation period to form part of the Quotation documentation. Where applicable, drawings / annexures could be re-issued to the Contractor at commencement of the construction phase.

DRAWING NO	DESCRIPTION
Drawing 1	Locality Plan
Drawing 2	Site Plan

ANNEXURES

Occupational Health and Safety Specification
Model Preambles for Trades 2008
Map of submission locations
General Electrical Specifications
Lightning Protection Specifications
Joint Venture Agreement
Health and Safety Bill of Quantities
Additional Specification - EPWP Beneficiary
EPWP Employment Contract
Occupational Health and Safety Specification
EPWP Data Collection tool for Phase 3 system
Geotechnical Investigation Report (If applicable)

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Annexure 5

Joint Venture Agreement

(March 2004)

(First Edition of CIDB document 1017)

1. **PREAMBLE**

This agreement is made and entered into by and between

_____

_____

_____

of the first part and

_____

_____

_____

of the second part and

_____

_____

_____

of the third part.

(allow for additional parties as necessary).

Whereas the foregoing parties have resolved to form a Joint Venture under the title of

_____

_____

_____

for the exclusive purposes of securing and/or executing the Contract to be awarded by

(name of Employer)

to the KZN Department of Public Works in respect of the following project:

for *(brief description of Contract)*

INGWAVUMA: DEPARTMENT OF HEALTH: MOSVOLD HOSPITAL : UPGRADE OF WATER SUPPLY AND WATER RETICULATION

Now it is hereby agreed as follows :

2. **DEFINITIONS AND INTERPRETATION**

2.1 Definitions

The following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are, in general, signified in the text of the Agreement by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

'Agreement' means the agreement between the Members of the Joint Venture and includes this model form of agreement together with the Preamble, Specific Provisions, if any, Schedules 'A', 'B' and 'C' and any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

'Contract' means the contract with the Employer for the supply of the Deliverables, for the purposes of securing and executing which, the Joint Venture has been formed.

'Deliverables' means the works and/or services, equipment, materials, goods, etc. to be furnished by the Joint Venture to the Employer in terms of the Contract.

'Document' means any written, drawn, typed, printed, or photographic material, which relates to the Agreement.

'Employer' means the person, or body, which is to award the Contract and will employ the Joint Venture if it is awarded the Contract.

'Joint Venture' means the joint venture formed by the Members in accordance with the Agreement.

'Management Committee' means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions for the Agreement.

'Member' means a person, or body which, being a party to the Agreement, is a member of the Joint Venture.

'Member's Interest' means the proportion expressed as a percentage, which the total monetary value of all resources provided and contributions made by a Member towards the execution by the Joint Venture of the Contract bears to the total of such values by all Members and, unless otherwise indicated in the Agreement, represents the extent to which the Member participates in the fortunes of the Joint Venture.

'Representative' means the person representing a Member on the Management Committee.

'Schedules' means Schedules 'A', 'B' and 'C' which set out general, financial and other information relating to the Members and the obligations, duties, rights, risks and benefits arising from their participation in the Joint Venture.

'Specific Provisions' means the variations, if any, required to this standard form of agreement for the specific purposes of the Agreement.

2.2 Interpretation

Unless inconsistent with the context, an expression in the Agreement which denotes:

- any gender shall include the other genders
- a natural person shall include a juristic person and vice versa
- the singular shall include the plural and vice versa

2.3 Headings

The headings to clauses of the Agreement shall not be considered part thereof, nor shall the words they contain be taken into account in the interpretation of any clause.

2.4 Law

The Agreement shall be construed in accordance with and governed by the laws of the Republic of South Africa and the English language versions shall prevail.

2.5 Language

English shall be exclusively used by the Members in the preparation of Documents unless otherwise indicated.

2.6 Conflict between Agreement and Contract

Should any provision of the Agreement be in conflict with the terms of the Contract, the Agreement shall be amended to the approval of the Management Committee so as to eliminate the conflict.

3. JOINT VENTURE GENERAL

3.1 Establishment and Purpose

The Joint Venture established by the Members in terms of the Agreement is an unincorporated association with the exclusive purposes of securing and executing the Contract for the benefit of the Members.

3.2 Termination

The operation of the Joint Venture and the validity of the Agreement shall terminate if and when it becomes evident that the Joint Venture will not be awarded the Contract, or, if the Joint Venture secures the Contract, when all obligations and rights of the Joint Venture and the Members in connection with the Contract and the Agreement have ceased and/or been satisfactorily discharged.

Unless otherwise decided by the Management Committee, the Agreement shall not terminate if a Member changes its name, or is taken over by, or merged with, another body.

This agreement will terminate when any one of the Members resigns, are liquidated or opts out of this agreement and the Joint Venture will be in breach of contract with the Employer and their contract could be cancelled.

3.3 Exclusivity

Unless otherwise agreed by the Management Committee, or provided for in the Contract no Member shall engage in any activity related to the Contract other than as a Member of the Joint Venture and Members shall ensure that their subsidiaries and other bodies over which they have control comply with this requirement.

3.4 Participation of Members

Except as may otherwise be stipulated in the Agreement, each Member shall be responsible for all costs incurred by it prior to the date of inception of the Agreement.

Subsequent to the date of inception of the Agreement, each Member shall, participate in the operations, risks, responsibilities and fortunes of the Joint Venture including, inter alia, the provision of funding, sureties, guarantees, insurances, human and other resources and participation in profits and losses to the extents indicated in the Schedules. Participation in any aspect not covered in the Schedules shall, if an agreement cannot be reached between the Members, be to the same extents as indicated by the Members Interests.

3.5 Management

The affairs of the Joint Venture shall be directed and controlled by the Management Committee, as set out in Section 4 hereof.

3.6 Confidentiality

All matters relating to the Agreement and the Contract shall be treated by the Members as confidential and no such matter shall be disclosed to any third party without the prior written approval of the Management Committee.

No Member shall be party to the dissemination of publicity relating to the Contract, or the Agreement, without the prior written approval of the Management Committee and the Employer.

3.7 Assignment

No Member shall cede, assign, or in any other way make over any of its rights, or obligations, under the Agreement without the prior written consent of the Management Committee.

3.8 Subcontracting

No Member shall subcontract any obligation, work or duty for which it is, itself, responsible in terms of the Agreement without the prior written consent of the Management Committee.

3.9 Variations to Agreement

No variation, modification, or waiver of any part of the Agreement shall be of any force, or effect, unless unanimously agreed by the Members and reduced to writing.

3.10 Liability

Each Member warrants that it will indemnify the other Members against all legal liabilities arising out of, or in connection with the performance of its obligations under the Agreement.

It is acknowledged by the Members that they may be held jointly and severally liable in respect of claims against the Joint Venture by the Employer or third parties.

4. MANAGEMENT OF JOINT VENTURE

4.1 General

The affairs of the Joint Venture shall be directed, controlled and managed by the Management Committee, which, within the terms of the Agreement and the Contract, shall have full authority to bind the Members in all matters relating to the affairs of the Joint Venture.

Communication between the Joint Venture and the Employer, or third parties, relating to the Contract shall be conducted exclusively by the Management Committee, or by such person as it may delegate to perform this function.

The Management Committee shall have the power to appoint a project manager and/or such other persons as it may see fit to appoint for the purpose of executing the Contract and may delegate such of its powers, responsibilities and duties as it may consider necessary, or desirable, to persons or bodies appointed or seconded for this purpose.

Such administrative functions as are necessary to ensure the effective operation of the Management Committee shall be performed by its chairman.

4.2 Management Committee

4.2.1 *Composition*

The Management Committee shall, unless otherwise agreed by all the Members, consist of one Representative of each Member and each Member shall be obliged, at all times, to maintain a Representative on the Management Committee.

Each member shall, not later than three working days after the signing of the Agreement, appoint its Representative and notify the other Members of the name and contact details of the Representative. Such Representative shall have the power to bind the Member that he represents in all matters relating to the execution of the Contract and the performance of the Agreement.

A Member shall be entitled, after giving the other Members not less than three working days written notice of his intention to do so, appoint, remove and/or replace, an alternate who shall, at any meeting of the Management Committee from which the Representative whom he represents is absent, be vested with all rights and powers and subjected to all the obligations of the absent Representative.

The chairman of the Management Committee shall be the Representative of the Member which has the largest Member's Interest. If two, or more, Members have the same, largest Member's Interest, the chairmanship shall rotate between the Representatives of such Members at three monthly intervals, the order of rotation to be determined by ballot.

Notwithstanding the foregoing, the chairmanship of the Management Committee may be determined, or changed, at any time by unanimous decision of the Management Committee.

No remuneration shall be paid by the Joint Venture to Representatives or their alternates for serving on the Management

4.2.2 *Meetings*

Meetings of the Management Committee shall take place at such times and places as the Management Committee may determine, provided that the chairman shall convene a meeting of the Management Committee to be held not later than ten working days after he has been requested, in writing, by a Member to do so. Not less than five working days written notice of any meeting of the Management Committee shall be given to all Representatives and their alternates.

The Management Committee may permit, or invite, persons other than Representatives or alternates to attend any of its meetings, but such persons shall not have voting rights.

4.2.3 *Decisions*

Each Representative shall have one vote on the Management Committee and where, in terms of this clause, a casting vote is required, this shall be exercised by the chairman.

All decisions of the Management Committee shall, desirably, be unanimous. Accordingly, if unanimity cannot, initially, be achieved in regard to a decision, the meeting at which that decision is sought shall be adjourned for a period of 48 hours to enable Representatives to consult with their principals. If, on resumption of the adjourned meeting, unanimity can still not be achieved, the decision, provided it is not one requiring unanimity of the Members, shall be taken by majority vote and, in the event of a tie, the chairman shall exercise a casting vote.

A Member not satisfied with a majority decision of the Management Committee may declare a dispute, to be dealt with in terms of Clause 8 hereof, but the majority decision shall, nevertheless, be implemented with immediate effect.

Decisions of the Management Committee, whether taken at a meeting, or otherwise, shall be recorded in written minutes, which shall be distributed by the chairman to reach the Representatives not later than five working days after those decisions were taken. Such minutes shall be deemed to have been affirmed by the Representatives unless written notice of dissent is received by the chairman not later than three working days after receipt of the minutes by the Representative.

4.2.4 Powers and duties

The functions, responsibilities and powers of the Management Committee shall include, inter alia, those listed below:

4.2.4.1 Formulating overall policy in regard to the achievement of the objectives of the Joint Venture.

4.2.4.2 Managing the day to day affairs of the Joint Venture.

4.2.4.3 Monitoring, directing and co-ordinating the activities of the Members to ensure that the objectives of the Joint Venture are achieved and that the obligations and responsibilities of the individual Members are met.

4.2.4.4 Monitoring and controlling the financial affairs of the Joint Venture and ensuring that proper books of account and financial records relating to affairs of the Joint Venture are maintained in an approved form and submitted to the Management Committee for approval at regular intervals, which shall not be longer than one month.

4.2.4.5 Determining the necessity for and the details of any changes in the duties and responsibilities of Members provided that any resulting changes in Members' Interests shall be unanimously approved by the Members.

4.2.4.6 Determining the terms and conditions of employment of personnel and the emoluments applicable to staff seconded to the Joint Venture by the Members.

4.2.4.7 Controlling and approving the appointment of all subcontractors.

4.2.4.8 Procuring, after the completion of the Contract and the release of all bonds, guarantees and sureties given in respect of the performances of the Joint Venture and the Members, the preparation and auditing of a final set of accounts, on the basis of which the final profits, or losses, attributable to the individual Members shall be determined and any necessary adjustments effected.

5 RESOURCES OF JOINT VENTURE

The resources to be utilised by the Joint Venture in securing and executing the Contract shall, insofar as these are to be provided directly by the Members, be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Member's Interests are not, except with the unanimous approval of the Members, affected thereby.

Similarly, specific areas of responsibility of the Members for the performance of work and the provision of facilities shall be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Members' Interest are not, except with the unanimous approval of the Members, affected thereby.

5.1 Schedule 'A' (General)

Schedule 'A' shall contain general information relating to the Joint Venture including, inter alia, the following :

1. The Employer's name and address.
2. A brief description of the Contract and the Deliverables.
3. The name, physical address, communications addresses and domicilium citandi et executandi of each Member and of the Joint Venture.
4. The Members' Interests.
5. A statement indicating whether, or not, Specific Provisions apply to the Agreement.
6. A schedule of insurance policies which must be taken out by the Joint Venture and by the individual Members.
7. A Schedule of sureties, indemnities and guarantees that must be furnished by the Joint Venture and by the individual Members.

8. Details of the persons, who, in the event of failure by the Members to reach agreement on the appointments of mediator and arbitrator, will nominate appointees to these positions in terms of Clauses 8.2 and 8.3.

5.2 Schedule 'B' (Financial)

Schedule 'B' shall contain information regarding the financial affairs of the Joint Venture including, inter alia, the following :

1. The working capital required by the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the individual Members from time to time.
2. The banking accounts that are to be opened in the name of the Joint Venture and the manner in which these are to be operated.

3. The rates of interest that will be applicable to amounts by which Members are in debit, or credit, to the Joint Venture.

4. The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

5. The intervals at which interim financial accounts and forecasts will be prepared for approval by the Management Committee.

6. Insofar as not covered in Schedule 'C', the basis on which contributions of various types by the Members towards the work of the Joint Venture in securing, executing, managing and satisfactorily completing the Contract, will be valued.

7. The basis on which profits and/or surplus cash will, if available from time to time, be distributed to Members.
8. The basis upon which losses, if any, are to be apportioned to Members.

5.3 Schedule 'C' (Contributions by Members)

Schedule 'C' shall set out the contributions of various types, other than cash, that will be made by the individual Members towards the work and obligations of the Joint Venture and shall, as far as possible, indicate the monetary values to be placed on such contributions, which may include, inter alia, the following :

1. Staff seconded to the Joint Venture.
2. Work carried out and services provided to, or on behalf of, the Joint Venture.
3. Plant, equipment, facilities etc. made available for use by the Joint Venture.
4. Materials and goods supplied to, or on behalf of, the Joint Venture.
5. Licences, sureties, guarantees and indemnities furnished to, or on behalf of, the Joint Venture.
6. Joint Venture Disclosure form required for the Contract.

6. BREACH OF AGREEMENT

If a Member breaches any material provision of the Agreement, or delays or fails to fulfil its obligations in whole, or in part, and does not remedy the situation within fourteen calendar days of receipt of notice from the Management Committee, or another Member, to do so, the other Members shall have the right, without prejudice to any other rights arising from the default, to summarily terminate the Agreement and re-assign the defaulting Member's rights and obligations in the Joint Venture as they see fit and withhold any moneys due to the defaulting member by the Joint Venture.

Each Member shall indemnify the other Members against all losses, costs and claims which may arise against them in the event of the Agreement being terminated as a result of breach of the Agreement by the said Member.

7. INSOLVENCY OF MEMBER

Should a Member be placed in liquidation, or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other Members shall be entitled to proceed in terms of Clause 6, as if the Member had breached the Agreement.

8. DISPUTES

8.1 Settlement

The Members shall negotiate in good faith and make every effort to settle any dispute, or claim, that may arise out of, or relate to, the Agreement.

If agreement cannot be reached, an aggrieved Member shall, if he intends to proceed further in terms of Clause 8.2 hereof, advise all other Members in writing that negotiations have failed and that he intends to refer the matter to mediation in terms of Clause 8.2.

8.2 Mediation

Not earlier than ten working days after having advised the other Members, in terms of Clause 8.1, that negotiations in regard to a dispute have failed, an aggrieved Member may require that the dispute be referred, without legal representation, to mediation by a single mediator.

The mediator shall be selected by agreement between the Members, or, failing such agreement, by the person named for this purpose in Schedule 'A'. The costs of the mediation shall be borne equally by all Members.

The mediator shall convene a hearing of the Members and may hold separate discussions with any Member and shall assist the Members in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Members shall record such agreement in writing and thereafter they shall be bound by such agreement.

The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Members.

8.3 Arbitration

Where a dispute or claim is not resolved by mediation, it shall be referred to arbitration by a single arbitrator to be selected by agreement between the Members or, failing agreement, to be nominated by the person named for this purpose in Schedule 'A'.

The Member requiring referral to arbitration shall notify the other Members, in writing, thereof, not later than thirty calendar days after the mediator has expressed his opinion, failing which the mediator's opinion shall be deemed to have been accepted by all Members and shall be put into effect.

Arbitration shall be conducted in accordance with the provisions of the Arbitration Act No. 42 of 1965, as amended, and in accordance with such procedure as may be agreed by the Members or, failing such agreement, in accordance with the rules for the Conduct of Arbitrations published by the Association of Arbitrators and current at the date that the arbitrator is appointed.

The decisions of the arbitrator shall be final and binding on the Members, shall be carried into immediate effect and, if necessary, be made an order of any court of competent jurisdiction.

9. DOMICILIUM

The Members choose domicilium citandi et executandi for all purposes of and in connection with the Agreement as stated in Schedule 'A'. A Member shall be entitled to change his domicilium from time to time, but such change shall be effective only on receipt of written notice of the change by all other Members.

Member No. 1

Thus done and signed at _____ this _____ day of _____20___

For and on behalf of_____*[Company]*

by *[name]* _____ who warrants his authority to do so.

_____

As witnesses 1. _____ As witnesses 2. _____

Member No. 2

Thus done and signed at _____ this _____ day of _____20___

For and on behalf of_____*[Company]*

by *[name]* _____ who warrants his authority to do so.

_____

As witnesses 1. _____ As witnesses 2. _____

Member No. 3

Thus done and signed at _____ this _____ day of _____20___

For and on behalf of_____*[Company]*

by *[name]* _____ who warrants his authority to do so.

_____

As witnesses 1. _____ As witnesses 2. _____

[Allow for additional parties as necessary].

Annexure 6

Occupational Health and Safety Specification

(OHSE SPEC)

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Project Name:	**DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**

Project Code:	**060109**
Agent Name:	**Lungelo Mbuthu**
Region:	**eThekwini**
District:	**0**
Ward no.:	**???**

1. Introduction

The *KwaZulu Natal Department of Public Works* is deemed as the **"Client"** in terms of the definitions of Construction Regulations of 2014 as published in *Government Gazette No. 37305* .The Construction Regulations of 2014 under *CR(5)(1)* stipulates that that the client must prepare a suitable, sufficiently documented and coherent site specific Occupational Health and Safety Specification for the intended construction work based on the baseline risk assessment.

The purpose of this Occupational Health and Safety Specification document (which hereinafter will be referred to as OHSE Spec) is to provide designers and the successful tenderer with essential OHS information to ensure effective safety management during the design and construction phase of the project.

This OHSE Spec forms an integral part of the contract between the Client and the Principal Contractor, so as to ensure compliance with the Occupational Health and Safety Act, Act 85 of 1993 and its applicable regulations and must serve as the basis for the Principal Contractor to develop his/her Project Safety, Health and Environmental Management Plan. As with any other plan for it to be implemented and managed effectively it requires the allocation of sufficient funds to achieve the objectives set out in the plan. In line with this requirement Construction Regulation 5(1)(g) requires the Client to ensure that the Principal Contractor has made adequate provisions for the cost of Health and Safety Measures in their tenders.

It must be noted that this OHSE Spec as much as it is detailed it is not exhaustive and the onus is on the Principal Contractors to ensure that they comply with Section 8 of the OHS Act, Act 85 of 1993 which states that *"Every Employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees* ." this means that Principal Contractors as they are employers in their own right must at all times ensure continuous assessments are done for continued provision and maintenance of a healthy and safe working environment.

2. Definitions

For the purpose of the OHSE Spec, the abbreviations or definitions given hereunder shall apply and the reference to on gender will also apply to the other gender.

"CR" refers to the Construction Regulations 2014
"Agent (*Pr.CHSA*)" means a competent person who acts as a representative for a Client in terms of regulation (5)5.
"Client" means Department of Public Works
"Competent person" means a person who-

(a) Has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific for that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and

(b) Is familiar with the OHS Act, Act 85 of 1993 and with the applicable regulations made under the Act;

"Construction Manager (*Site Agent*)" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

"Construction Site" means a work place where construction work is being performed;

"Construction Supervisor" means a competent person responsible for supervising construction activities on a construction site;

"Construction Vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"Construction work" means any work in connection with –

(a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or

(b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

"Construction Work Permit" means a document issued in terms of regulation 3 of the Construction Regulations 2014;

"Contractor" means an employer who performs construction work;

"Demolition Work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

"Fall Protection Plan" means a documented plan, which includes and provides for-

(a) All risks relating to working from a fall risk position, considering the nature of work undertaken;

(b) The procedures and methods to be applied in order to eliminate the risk of falling; and

(c) A rescue plan and procedures;

"Health and Safety File" means a file, or other record containing the information in writing required by these Regulations;

"Health and Safety Plan" means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

"Health and Safety Specification" means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

"Medical Certificate of Fitness" means a certificate contemplated in regulation 7(8) of Construction Regulations 2014;

"Principal Contractor" means an employer appointed by the client to perform construction work;

"Safety Officer" – a person deemed competent by SACPCMP under the relevant category of registration.

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

3. Scope of Application

This OHSE Specification document stipulates the minimum Occupational Health, Safety, and Environmental requirements that the tenderer need to address in his/her OHSE Plan. This Specification also addresses legal compliance, hazard identification, risk assessment, risk control, and the promotion of a Health and Safety culture amongst those working on the project.

This Specification also makes provision for the protection of persons other than employees. This OHSE Spec is exclusively applicable to the following project pending any change of scope which may necessitate changes to the OHSE Specification;

DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS

This OHSE Specification further seeks to achieve the following;

(a) To provide Principal Contractors with the Structure of the Detailed OHSE Plans they will have to prepare and submit for this project.

(b) Provide the overarching framework within which the Principal Contractor is required to demonstrate compliance with certain requirements for occupational health and safety established by the Occupational Health and Safety Act, Act 85 of 1993, all applicable regulations and Client Specific Requirements. ***See T2. 16 of returnable schedules***

(c) To bring to the attention of the Bidding Principal Contractors that they need to make an undertaking that the costs for executing the project includes the costs of complying with the OHS Act, Act 85 of 1993, all applicable regulations including Client Specific requirements. Such undertaking is made by appending signatures on the OHS Declaration for Tenders. ***See T2.5 of returnable schedules***

(d) Ensure that the Principal Agent as the Professional Service Provider appointed by the Department to manage the project on its behalf in terms of the Conditions of Contract applicable to this project ensures that the contents of this document and the attached Baseline Risk Assessment are taken into consideration during design by all professions appointed and that the OHSE Specification is incorporated into the tender documents. ***See T2. 17 of returnable schedules***

4. Contractual Issues

Acceptance by the Principal Contractor of the contract with KZN DOPW shall constitute acknowledgement that the Principal Contractor has familiarised him/herself with the contents of the OHSE Spec and that he/she will comply with all its obligations in respect thereof.

Due to fact that this document is based on legislative requirements, the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.

The Client or its duly appointed Construction H&S Agent reserves the right to stop any Principal Contractor or Sub-Contractors from working whenever Safety, Health or Environmental requirements are being violated as required by regulation 5(1)(q). Any resultant costs of such work stoppages will be for the relevant Contractor's account.

The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and when the Client deems fit to address issue of OHSE Compliance.

The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document and/or any other applicable legislative requirements imposed on the Contractor.

5. Administrative Requirements

(a) **Application for a Construction Work Permit Number** *(Exempted until 7 August 2015)*

Should the submitted tender meet the following criteria then the tenderers must ensure that they attach a certified copy of the **SACPCMP** Certificate for a Registered Construction Manager together with their OHSE Plans. The criterion is as follows;

(i) *Construction work will exceed 10 days*
(ii) *Will involve more than 50 person days of construction work; or*
(iii) *The works contract is for a CIDB grading level 2 SQ ONLY*

The application for the Construction Work Permit Number as contemplated above shall be the responsibility of the client depending on the submission of all relevant documentation from the successful tenderer.

After the Provincial Director of Labour has issued a Construction Work Permit, the Client's or its duly appointed Construction H&S Agent will issue a letter advising the Project Leader and the Principal Agent to arrange the site handover meeting as all legislative requirements would have been complied with including as a copy of the construction permit to work.

(b) **Notification of Construction Work**

If the submitted tender does not meet any of the criteria as stipulated under paragraph 5(a) then the successful tenderer must at least within 07 working days before commencing with construction work notify the Provincial Director in writing using **Annexure "2" of the Occupational Health and Safety Act, 1993 (Regulation 4 of the Construction Regulations, 2014 - free online at** www.gpwonline.co.za**),** if the intended construction works will include:

a) excavation works
b) working at heights where there is risk of falling
c) demolition of structures; or
d) the use of explosives to perform construction work

A copy of the notification once stamped by a DoL Official must be submitted to the client prior to commencing with construction work.

6. Appointment of a Fulltime/ Part time Safety Officer

The Principal Contractors will have to appoint a competent Construction H&S Officer as per the following criteria;

(i) *Number of employees onsite between 30 but below 50 – Part Time Safety Officer shall be appointed and will be onsite at least 2 days a week*

(ii) *Number of employees above 50 – Fulltime Safety Officer should be appointed.*

(iii) *Should the project require a Construction Work Permit – a Fulltime Safety Officer should be appointed.*

Further to the above criteria, should the Client or its Representative having considered the risks present and lack of compliance to the Occupational Health and Safety Act, Act 85 of 1993 and its applicable Regulations the Client or its Representative may issue an instruction that a Part/ Full Time Construction Health and Safety Officer must be appointed, such a requirement will have to be met. **Taking the Risk associated with this project into consideration it is deemed that a full time Safety Officer needs to be appointed and be present on site at all times.**

Annexure 7

HEALTH AND SAFETY IMPLEMENTATION COSTING

Contractor to give a breakdown of his Health and Safety costs on this sheet.

This is not an exhaustive list. Any additional items must be included.

ITEM	DESCRIPTION	UNIT	QUAN-TITY	MONTHS (Indicitave)	RATE	AMOUNT
			(a)		(b)	(a) x (b)
1	**MEDICALS**					
1.1	Pre-employment medical	Nr.				
1.2	Psychological medical for working at heights	Nr.				
1.3	Psychological medical for working motorized equipment & construction machinery	Nr.				
1.4	Medical for working asbestos	Nr.				
1.5	Routine medical as per requirement of job activities	Nr.				
1.6	Re-medicals - yearly	Nr.				
1.7	Exit medicals	Nr.				
	TOTAL					
2	**PERSONAL PROTECTIVE EQUIPMENT**					
2.1	Overalls (Blue)	Nr.				
2.2	Specialized overalls (asbestos, chemicals etc)	Nr.				
2.3	Hard hats and safety glasses	Nr.				
2.4	Safety boots/shoes	Nr.				
2.5	Gloves	Pair.				
2.6	Breathing apparatus (confined space, asbestos & chemicals)	Nr.				
2.7	Life jackets	Nr.				
2.8	Reflector Bibs	Nr.				
2.9	Testing equipment (oxygen measuring, noise, lighting, lightning & wind) (Centralized)	Nr.				
2.10	Orange Star Netting - 1.2m High	m				
2.11	Orange Plastic road cones	Nr.				
2.12	Plastic Reinforce Caps(Rebar)	Nr.				
2.13	Dust masks	Nr.				
	TOTAL					
3	**FIRE FIGHTING**					
3.1	Fire extinguishers - 4.5Kg	Nr.				
3.2	Training	Nr.				
3.3	Surveys	Nr.				
3.4	Other - Driptrays	Nr.				
	TOTAL					
4	**HEALTH AND SAFETY PERSONNEL**					
4.1	Safety Manager (50%)	Nr.				
4.2	Safety Officer	Nr.				
4.3	Full time Safety Representatives if required	Nr.				
4.4	Fire Watchers	Nr.				
4.5	First aiders	Nr.				
4.6	External auditors costs	Nr.				
4.7	Occupational hygienist	N/A				
4.8	Construction Phase Safety, Health, Environmental and Waste Management Plan	Nr.				
4.9	Safety Administrator	Nr.				
	TOTAL					

5	**FACILITIES**					
5.1	Provision of ablution facilities	Nr.				
5.2	Service and maintenance of ablution facilities	Nr.				
5.3	Provision of eating areas	Nr.				
5.4	Cleaning of Lay down and other storage areas	Nr.				
5.5	Wash hand basin	Nr.				
5.6	Hot and Cold running water	Nr.				
5.7	Decreasing & Toilet soap	Nr.				
	TOTAL					
6	**FALL PREVENTION / PROTECTION**					
6.1	Safety harnesses with double lanyards	Nr.				
6.2	Lanyard extenders	Nr.				
6.3	Scaffold hooks	Nr.				
6.4	Lifelines and vertical fall arrest systems	Nr.				
6.5	Scaffolding – material, erection and inspection (Estimate for project)	Nr.				
6.6	Temporary hand railing material and kick flats	Nr.				
6.7	Inspection for approval of equipment (AIA)	Nr.				
6.8	Chin Straps/Toolbags/Wrist straps	Nr.				
6.9	Other	Item				
	TOTAL					
7	**VEHICLE / MOBILE EQUIPMENT UPGRADE FOR USE ON SITE**					
7.1	Raised lights	N/A				
7.2	Rotating orange light	N/A				
7.3	Flag as per procedure	N/A				
7.4	Fire extinguisher - 4.5Kg	Nr.				
7.5	First aid box	Nr.				
7.6	Reflector tape	m				
7.7	Danger Tape	Rolls				
7.8	Signage	Nr.				
7.9	Roll over & fall over protectionYOU	N/A				
7.10	Safety belts for all passengers (LDV)	N/A				
7.11	Wheel Chockes	N/A				
	TOTAL					
8	**LIFTING MACHINERY AND EQUIPMENT**					
8.1	Annual inspections and load testing as per legal requirement	Nr.				
8.2	Certification of all lifting gear during the course of the project	Nr.				
8.3	Third party inspections	Nr.				
8.4	Inspection for approval of equipment (AIA)	Nr.				
8.5	Slings	Nr.				
8.6	Chains	Nr.				
8.7	Hooks	Nr.				
	TOTAL					

9	**INSURANCES**					
9.1	COID cover for the project	Nr.				
9.2	Liability insurances	Nr.				
	TOTAL					
10	**FIRST AID**					
10.1	First aid boxes	Nr.				
10.2	Rescue equipment and stretchers	Nr.				
10.3	Replenishment of boxes and other supplies	Nr.				
10.4	Hazchem Spill kits	Nr.				
	TOTAL					
11	**TRAINING**					
11.1	SHE Representative	Nr.				
11.2	Supervisor A2 (No cost)	Nr.				
11.3	Management/Safety Officer A3 (No cost)	Nr.				
11.4	First Aid Level 1	Nr.				
11.5	Fire Fighting	Nr.				
11.6	Legal Liability	Nr.				
11.7	HIRAC	Nr.				
11.8	Incident Investigation (R-CAT)	Nr.				
11.9	Scaffolding Inspector	Nr.				
11.10	Scaffolding Erector	Nr.				
11.11	Basic Working at Heights	Nr.				
11.12	Rescue at Hights	Nr.				
	TOTAL					
12	**SIGNAGE**					
12.1	All signage as required by law: regulatory, warning and information	Nr.				
12.2	Posters for awareness	Nr.				
12.3	Admin	Item				
	TOTAL					
13	**ELECTRICAL**					
13.1	Locks required for lockouts	Nr.				
13.2	Tags	Nr.				
13.3	Permit books	Nr.				
13.4	Calipers	Nr.				
13.5	Key safes	Nr.				
	TOTAL					
14	**PLANT & SCAFFOLDING**					
14.1	Telescopic Hoist	month				
14.2	TH - Driver	month				
14.3	Scaffolding	month				
14.4	None	Nr.				
14.5	None	Nr.				
	TOTAL					
	GRAND TOTAL TO BE CARRIED TO OHS PROVISION IN QUOTE SCHEDULE					

Annexure 9

ADDITIONAL SPECIFICATION - EPWP

SL **EMPLOYMENT AND TRAINING OF EPWP BENEFICIARY ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects:**

CONTENTS

SL 01 SCOPE
SL 02 TERMINOLOGY AND DEFINITIONS
SL 03 APPLICABLE LABOUR LAWS
SL 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP
SL 05 EMPLOYER'S RESPONSIBILITIES
SL 06 PLACEMENT OF RECRUITED EPWP BENEFICIARY
SL 07 TRAINING OF EPWP BENEFICIARY
SL 08 EPWP BENEFICIARY SELECTION CRITERIA
SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO EPWP BENEFICIARY LABOUR
SL 10 PROVINCIAL RATES OF PAY
SL 11 MEASUREMENTS AND PAYMENT
EXAMPLE EPWP EMPLOYMENT AGREEMENT

SL 01 SCOPE

This project is part of the Expanded Public Works Programme and aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by a separate service provider. This service provider will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. If necessary the contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Expanded Public Works Programme (EPWP) for Infrastructure.

SL 02 TERMINOLOGY AND DEFINITIONS

SL 02.01 TERMINOLOGY

(a) EPWP The Code of Good Practice for Expanded Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.

(b) EPWP Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet.

(c) UYF Umsobumvu Youth Fund.

(d) DOL Department of Labour.

SL 02.02 DEFINITIONS

(a) "employer" means the contractor or any party employing the worker / beneficiary under the EPWP Programme.

(b) "client" means the Department of Public Works.

(c) " worker / trainee" means any person working or training in an elementary occupation on a EPWP.

SL 03 APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below in clauses SL 04 shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers. The Code of Good Practise for Employment and Conditions of Work for Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled workers undertake.

SI 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP

SL 04.01 DEFINITIONS

(a) "department" means any department of the State, implementing agent or contractor;

(b) "employer" means any department that hires workers to work in elementary occupations on a EPWP;

(c) "worker" means any person working in an elementary occupation on a EPWP;

(d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;

(e) "management" means any person employed by a department or implementing agency to administer or execute a EPWP;

(f) "task" means a fixed quantity of work;

(g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;

(h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;

(i) "time-rated worker" means a worker paid on the basis of the length of time worked;

(j) "Service Provider" means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

SL 04.02 TERMS OF WORK

(a) Workers on a EPWP are employed on a temporary basis.

(b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.

(c) Employment on a EPWP qualify to contribute 1% as employment and a worker so employed should have to register as a contributor for the purposes of the Unemployment Insurance Fund (UIF)

SL 04.03 **NORMAL HOURS OF WORK**

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

(i) more than forty hours in any week
(ii) on more than five days in any week; and
(iii) for more than eight hours on any day.

(b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.

(c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

Every work is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

SL 04.04 **MEAL BREAKS**

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

(b) An employer and worker may agree on longer meal breaks.

(c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

SL 04.05 **SPECIAL CONDITIONS FOR SECURITY GUARDS**

(a) A security guard may work up to 55 hours per week and up to eleven hours per day.

(b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each.

SL 04.06 **DAILY REST PERIOD**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

SL 04.07 **WEEKLY REST PERIOD**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

SL 04.08 **WORK ON SUNDAYS AND PUBLIC HOLIDAYS**

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

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

(c) A task-rated worker who works on a public holiday must be paid –

(i) the worker's daily task rate, if the worker works for less than four hours;
(ii) double the worker's daily task rate, if the worker works for more than four hours.

(d) A time-rated worker who works on a public holiday must be paid –

(i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
(ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

SL 04.09 **SICK LEAVE**

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

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

(c) A worker may accumulate a maximum of twelve days' sick leave in a year.

(d) Accumulated sick-leave may not be transferred from one contract to another contract.

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

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

(g) An employer must pay a worker sick pay on the worker's usual payday.

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

(i) absent from work for more than two consecutive days; or
(ii) absent from work on more than two occasions in any eight-week period.

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

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

SL 04.10 **MATERNITY LEAVE**

(a) A worker may take up to four consecutive months' unpaid maternity leave.

(b) A worker is not entitled to any payment or employment-related benefits during maternity leave

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

(d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

(e) A worker may begin maternity leave –

(i) four weeks before the expected date of birth; or

(ii) on an earlier date –

(1) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

(2) if agreed to between employer and worker; or

(iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

(f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

(g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

SL 04.11 **FAMILY RESPONSIBILITY LEAVE**

(a) Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

(i) when the employee's child is born;

(ii) when the employee's child is sick;

(iii) in the event of the death of –

(1) the employee's spouse or life partner

(2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

SL 04.12 **STATEMENT OF CONDITIONS**

(a) An employer must give a worker a statement containing the following details at the start of employment –

(i) the employer's name and address and the name of the EPWP;

(ii) the tasks or job that the worker is to perform;

(iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;

(iv) the worker's rate of pay and how this is to be calculated;

(v) the training that the worker may be entitled to receive during the EPWP.

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

(c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.

(d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

SL 04.13 **KEEPING RECORDS**

(a) Every employer must keep a written record of at least the following –

(i) the worker's name and position;

(ii) in the case of a task-rated worker, the number of tasks completed by the worker;

(iii) in the case of a time-rated worker, the time worked by the worker;
(iv) payments made to each worker.

(b) The employer must keep this record for a period of at least three years after the completion of the projectin his/her office as the project site office would have been relocated.

SL 04.14 PAYMENT

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

(b) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

(c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

(d) Payment in cash or by cheque must take place –

(i) at the workplace or at a place agreed to by at least 75% of the workers; and

(ii) during the worker's working hours or within fifteen minutes of the start or finish of work;

(e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.

(f) An employer must give a worker the following information in writing –

(i) the period for which payment is made;

(ii) the number of tasks completed or hours worked;

(iii) the worker's earnings;

(iv) any money deducted from the payment;

(v) the actual amount paid to the worker.

(g) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

(h) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

SL 04.15 DEDUCTIONS

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

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

(c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

(d) An employer may not require or allow a worker to –

(i) repay any payment except an overpayment previously made by the employer by mistake;

(ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or

(iii) pay the employer or any other person for having been employed.

SL 04.16 **HEALTH AND SAFETY**

(a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.

(b) A worker must:

(i) work in a way that does not endanger his/her health and safety or that of any other person;
(ii) obey any health and safety instruction;
(iii) obey all health and safety rules;
(iv) use any personal protective equipment or clothing issued by the employer;
(v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

SL 04.17 **COMPENSATION FOR INJURIES AND DISEASES**

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

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

(c) The employer must report the accident or disease to the Compensation Commissioner.

(d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

SL 04.18 **TERMINATION**

(a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.

(b) A worker will not receive severance pay on termination.

(c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

(d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

(e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

SL 04.19 **CERTIFICATE OF SERVICE**

(a) On termination of employment, a worker is entitled to a certificate stating –

(i) the worker's full name;
(ii) the name and address of the employer;
(iii) the EPWP on which the worker worked;
(iv) the work performed by the worker;
(v) any training received by the worker as part of the EPWP;
(vi) the period for which the worker worked on the EPWP;
(vii) any other information agreed on by the employer and worker.

SL 05 EMPLOYER'S RESPONSIBILITIES

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

(a) formulate and design a contract between himself/ herself and each of the recruited EPWP beneficiary, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);

(b) screen and select suitable candidates for employment from the priority list of EPWP beneficiary provided by the Umsobumvu Youth Fund (UYF);

(c) ensure that the recruited EPWP beneficiary are made available to receive basic life skills training which will be conducted and paid for by the Umsobumvu Youth Fund;

(d) ensure that all EPWP beneficiary receive instruction on safety on site prior to them commencing with work on site;

(e) ensure that all EPWP beneficiary are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;

(f) assist in the identification and assessment of potential EPWP beneficiary to undergo advanced technical training in respective trades;

(g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;

(h) provide all EPWP beneficiary with the necessary protective clothing as required by law for the specific trades that they are involved in.

(i) provide overall supervision and day-to-day management of EPWP beneficiary and/or sub-contractors; and

(j) ensure that all EPWP beneficiary are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the EPWP beneficiary.

SL 06 PLACEMENT OF RECRUITED EPWP BENEFICIARY

Employers will be contractually obliged to:

(a) EPWP beneficiary workers from targeted social groups from the priority list provided by the Service Provider/ Umsobumvu Youth Fund.

(b) facilitate on-the-job training and skills development programmes for the EPWP beneficiary;

(c) achieve the following minimum employment targets:

  (i) 55% people between the ages of 18 and 35
  (ii) 55% women;
  (iii) 2% people with disabilities.

(d) brief EPWP beneficiary on the conditions of employment as specified in subclause SL 04.09 above;

(e) enter into a contract with each EPWP beneficiaryr, which contract will form part of the Employment Agreement;

(f) allow EPWP beneficiary the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;

(g) ensure that payments to EPWP beneficiary are made as set out in subclauses SL 04.14 and SL 04.15 above.

(h) set up of personal profile files as prescribed by Service Provider and as set out in subclause SL 04.13 above.

(i) in addition to (h)
- a copy of the I.D;
- qualifications;
- career progress;
- EPWP Employment Agreement, and
- list of small trade tools;

must be included in the EPWP beneficiary's personal profile file.

SL 07 TRAINING OF EPWP BENEFICIARY

Three types of training are applicable, namely

- Life skills;
- On the job training and
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA :

- EPWP beneficiary shall be employed on the projects for an average of 6 months.
- EPWP beneficiary shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to EPWP beneficiary.

(a) Life skills training
All EPWP beneficiary are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.

(b) On-the job training
The Employer shall provide EPWP beneficiary with on-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth workers and shall identify potential EPWP beneficiary for skills development programmes.

(c) Technical skills training
The Employer shall assist in identifying EPWP beneficiary for further training. These EPWP beneficiary will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. EPWP beneficiary who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in a accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

SL 08 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA

SL 08.01 PREAMBLE

The *Code of Good Practise for Employment and Conditions of Work for ExpandedPublic Works Programmes* encourages:

- optimal use of locally-based labour in a Expanded Public Works Programme (EPWP);

- a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in a EPWP through the provision of training.

SL 08.02 **BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA**

(a) The EPWP beneficiary of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP.

(b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.

(c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.

(d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.

(e) The proposed targets as set out in sub clause SL 06 (c)

- 55% youth from 18 to 35 years of age;
- 55% women;
- 2% disabled.

SL 09 **CONTRACTUAL OBLIGATIONS IN RELATION TO EPWP BENIFICIARY LABOUR**

The EPWP beneficiary to be employed in the programme (EPWP) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

SL 10 **PROVINCIAL RATES OF PAY**

It is stipulated that youth workers on the EPWP beneficary receive a minimum of R 1 000 per month whilst working and R 600 per month whilst on training in ALL provinces. Should EPWP beneficiary be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the EPWP beneficiary whilst at training.

SL 11 **MEASUREMENTS AND PAYMENT**

The number of EPWP beneficiary specified for this contract that will receive life skills training is 50 and technical training is 50

SL 11.01 **PAYMENT FOR TRAINING OF EPWP BENEFICIARY (TARGET:- 50 EPWP BENEFICIARY)**

SL 11.01.01 **Skills development and Technical training for EPWP beneficiary for an average of 10 days .....(Prov.Sum).....Unit: R/EPWP beneficiary**

The above item is only applicable if DoL does not fund the Technical Training PRIOR to site handover.

SL 11.01.02 **Penalty due to not meeting the target as in SL 11.01.01.....Unit: EPWP beneficiary**

LESS R 2000 per EPWP beneficary

SL 11.02 **PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING**

SL 11.02.01 **Life skills training for 26 days:**

01 Travelling (based on 50 km/youth worker) .....Unit: km

02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary

03 Profit and attendance..... Unit: %

SL 11.02.02 **Skilled development and Technical training:**

01 Travelling (based on 50 km/youth worker).....Unit: km

02 Accommodation.....(Prov.Sum)....Unit: R/EPWP beneficiary

03 Profit and attendance ..... Unit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the distance travelled in km by the EPWP beneficiary trained off site. The tendered rate shall include full compensation to safely transport the EPWP beneficiary to and from the training venue/s.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation and daily meal allowances for the EPWP beneficiary trained off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the accommodation and advance meal allowances to cover his expenses in this regard.

SL 11.03 **ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING**

SL 11.03.01 Life skills training for 26 days ..... Unit: EPWP beneficiary

SL 11.03.02 Skilled development and Technical training for EPWP beneficiary for (.....) days..... Unit: worker-days

The unit of measurement shall be the number of EPWP beneficiary replaced while in training multiplied by the number of days absent from the site.

The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.

SL 11.04 **EMPLOYMENT OF EPWP BENEFICIARY**

SL 11.04.01 Employment of EPWP beneficiary.....(Prov.Sum)¼.Unit: R/ worker-month

The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R ..... multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 6 months appointment for EPWP beneficiary.

SL 11.05 **PROVISION OF EPWP DESIGNED OVERALLS TO EPWP BENEFICIARY**

SL 11.05.01 Supply EPWP designed overalls to EPWP beneficiary ..... (Prov.Sum).....Unit: R

EPWP beneficiary overalls should be orange (top and bottom) as per EPWP specification with the exception of Correctional Services contracts where the EPWP beneficiary top would be blue and the bottom orange.

SL 11.05.02 Profit and attendance..... Unit: %

An amount has been provided in the Schedule of Quantities under sub item SL 10.05.01 for the supply of EPWP designed overalls, as per the specification provided by the EPWP unit, arranged by the Service Provider. The Engineer will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items SL 10.05.02 will be paid to the contractor on the value of each payment pertaining to the supply of overalls to cover his expenses in this regard.

SL 11.06 **PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY**

SL 11.06.01 **Provide all EPWP beneficiary with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the EPWP Service Provider. These tools will become the property of the EPWP beneficiary after the completion of the programme**.....(Prov.Sum)....Unit: **R 500-00** /youth worker

SL 11.06.02 Profit and attendance..... Unit: %

SL 11.07 **APPOINTMENT OF EPWP BENEFICIARY TEAM LEADER/S**

SL 11.07.01 **Appointment of (_____) EPWP beneficiary team leader/s for the duration of the contract.....(Prov.Sum)..... Unit: R / team leader**

The EPWP beneficiary Team Leader will act as CLO/PLO to facilitate the project work between the EPWP beneficiary and the contractor. Umsobumvu Youth Fund can assist with the sourcing of EPWP beneficiary Team Leader for employment by the contractor.

SL 11.08 **LIAISON WITH SERVICE PROVIDER**.....Unit: hours

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the works.

C2.3 - Preliminary and General - EPWP (If applicable)

PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO 1				
1		**EPWP CONDITIONS AND SPECIFICATIONS**				
1		**1 a Employment Targets**				
		The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using Labour Intensive Construction methods on elements where it is economical and feasible for this construction method. No of jobs to be created = ...				
		F:..... V:..... T:.....	Item			
		1 b Employment requirements				
		Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.				
1		Tenderers must allow for any costs for the employement of unskilled labour as per the requirements of the EPWP program; 55% to be women 55% to be youth aged between 18 and 35 years 2% to be people living with disability				
1		100% unskilled labour utilised must reside within the boundries of the Municipality				
1		ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources.				
		F:..... V:..... T:.....	Item			
		1 c Labour rate and payment intervals				
1		The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP beneficiaries are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work.				
1		Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages.				
		The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities.				
		F:..... V:..... T:.....	Item			
		2 a Labour Intensive Construction (LIC) method		0		
		On site there must a person(s) having competency in managing and implementing LIC methods.				
1		*Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site.				
1		*Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited				
1		F:..... V:..... T:.....	Item			
		2 b Labour Intensive Construction Method				

		Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated. Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP. "Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)"					
1		F:..... V:..... T:.....	Item				
		3 Record Keeping					
2		3.1 Every employer must keep in the project site office the following minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office.					
		F:..... V:..... T:.....	Item				
		3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated. This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department.		0			
		F:..... V:..... T:.....	Item				
		4 EPWP Reporting as per EPWP data form					
		At the end of each month as part of site progress report and to be attached to every contractors' progress payment certificate; the contractor shall provide the principal agent & Public Works with a written records, as per EPWP data form; which will be reflecting, beneficiaries full name & surname; ID No and job description of labour employed by main contractor and sub-contractors on site					
		F:..... V:..... T:.....	Item				
		5 EPWP Promotion					
		5.1EPWP signage board EPWP Program at the project level shall always be promoted through have the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting.					
		F:..... V:..... T:.....	Item				
		5.2 Branding of labour apparel Contractor & Sub-contractors' labourers shall be provided with EPWP branded Personal Protective Equipment (PPE), reflector vest with EPWP wording at the back is an ideal and cost effective means of promoting program on site. The contractor is then advised to price for both item 5.1 and 5.2					
		F:..... V:..... T:.....	Item				
		6 COMMUNITY LIAISON OFFICER (CLO)					
		The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract					

A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.

Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:

1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor
2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor.
3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.
4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.
5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.
6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained
7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications

8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommenda-tion to the Contractor regarding the grievances and solution thereto.

9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.

10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.

Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Works

F:..... V:..... T:..... Item

7 Skills development on site

Contractor in conforming to the object of EPWP that its beneficiaries need to be capacitated with skills that will render them employable in the future. It is then the responsibility of the contractor that mandatory life skills are provided to 100% of workforce on site and on the job training to labourers from whom the potential for further development has been identified. The latter is not mandatory to all as it covers technical skills.

Contractor should also make provision for the possibility that there might be local youth that will need to be placed on the project with an intention to be provided support towards improving their level of competency and productivity.

Contractor shall also provide all necessary on-the-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety.

F:..... V:..... T:..... Item

8 Labour Only Sub Contracting for local emerging enterprises

Tenderer's are advised that this contract is subject to the Expanded Public Works Programme (EPWP) and the following criteria will apply:

0

African Equity Ownership

a) The Tenderer is to allow for 5% of the total value of works to be undertaken by a Priority Population Group. This percentage excludes the costs of employing local unskilled labour. The allocation of this percentage from the Project, the screening of people, the selection of skills, will be for the Contractor to adjudicate.

b) The Priority Population Group consists of women, youth and disabled people.

c) The Contractor is to give first option for prospective PPG's from the surrounding areas of the Project. Should there be insufficient suitable people fitting the criteria of PPG's, the Contractor may hire people from further afield. This is to be done only after consultation with the Department of Works EPWP Co-ordinator and the Community Liaison Officer (CLO),

d) A Mentor is to be employed by the Contractor, in consultation with the Department of Works for the purposes of quality control and liaison between the Contractor and the selected PPG's on site. The mentor will be responsible for ensuring an acceptable level of quality workmanship and that such work carried out by the PPG's is executed within the time frames stipulated.

In so far as possible, the Contractor is encouraged to expand the PPG's skills, knowledge and performance levels.

F:..... V:..... T:..... Item

TENDERER'S TO NOTE CONDITIONS

a) The contract to be entered into between the Contractor and the PPG's will be a LABOUR ONLY sub-contract.

b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary.

c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress.

d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice

e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.

f) Basic tools shall be provided by the PPG's and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG.

g) Work requiring specialized tools will be provided free of chargeby the Contractor with the provision that these be returned upon completion of the Work.

CO-ORDINATION

The Contractor is to co-ordinate the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner as no claims for extras in this connection will be entertained.

ATTENDANCE

The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site.

Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor.

This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like.

9 EPWP contract for labour

It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials.

F:..... V:..... T:..... Item

10 EPWP Scope of Work

Note:

Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor.

Elements on the scope of work where application of Labour Intensive Construction methods as will indicated with letters (LI) are regarded feasible are as follows;

i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m
ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc.
iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tilling; carpentry; flooring; waterproofing; etc.

Note:
It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements.

Carried forward to collection

C2.4 - Preliminary and General - EPWP Beneficiary (If applicable)

PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1		**BILL NO 2**				
1		**EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP BENEFICIARY INFRASTRUCTURE PROJECTS**				
1		**PREAMBLES**				
1		Tenderers are advised to study the Additional Specification SL: Employment and training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects as bound elsewhere in the Bills of Quantities and then price this Bill accordingly				
1		**TRAINING OF EPWP BENEFICIARY**				
1		(TARGET: 50 EPWP BENEFICIARY)				
1		Skills development and Technical training:				
1	1	Skills development and technical training for youth EPWP beneficiary for an average of 10 days (ref. SL11.01.01)	Item	1		
1	2	Penalty due to not meeting the target as in SL 11.01.02	Y/Work	R 2 000,00		
1		**TRAVELLING AND ACCOMMODATION DURING OFF SITE TRAINING:**				
1		Life skills training for 26 days (ref. SL 11.02.01)				
1	3	Travelling (based on 50km/youth worker)	km	2500		
1	4	Profit and attendance on Items 1, 2 & 3	%			
1		**EMPLOYMENT OF EPWP BEBEFICIARY**				
1	5	Employment of EPWP beneficiary (30 youth) [New Office Block]	Item	1		
1		The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 100/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 6 months appointment for EPWP beneficiary				

1	6	Employment of EPWP beneficiary (40 youth) [Parking garage]	Item	1		
2		The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 110/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 12 months appointment for EPWP beneficiary				
2	7	Employment of EPWP beneficiary (30 youth) [Conference Centre & Canteen]	Item	1		
2		The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 120/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 12 months appointment for EPWP beneficiary				
2		**PROVISION OF EPWP DESIGNED OVERALLS TO EPWP BENEFICIARY**				
2	8	Supply EPWP designed overalls to EPWP beneficiary(ref. SL 11.05.01) for 100 workers	Item	1		
2	9	Profit and attendance on Items 5 - 8 (ref. SL 11.05.02)	%	7,5		
2		**PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY**				
2	10	Supply of small tools to EPWP beneficiary. Specification to be supplied by the EPWP Serviced Provider for the respective trades (ref. SL 11.06.01) for 100 workers	Item	1		
2	11	Profit and attendance (ref. SL 11.06.02)	%	7,5		
2		**APPOINTMENT OF EPWP BENEFICIARY TEAM LEADERS**				
2	12	Appointment of EPWP beneficiary Team Leaders for the duration of the contract (ref. SL 11.07)	Item	1		

2	13	Liason with Service Provider (ref. SL 11.08)	Hrs	30		
2	14	Profit and attendance on Items 12 & 13	%	7,5		

(Insert Your Company Logo)

(This shall serve as the cover page on employment contracts for local labour)

EMPLOYMENT AGREEMENT

BETWEEN

[CONTRACTOR NAME].....

AND

[WORKER NAME].....

1. PARTIES

The Parties to this Agreement are -

1.1. Contractor: _____

herein represented by: _____

duly authorised thereto

And

1.2. Mr / Ms: _____
[worker's name]

2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement and any Annexure thereto, unless inconsistent with or otherwise indicated by the context-

"Agreement"	means the contents of this Agreement.
"Company"	means the company that employs the worker
"Department"	means the Department of Public Works
"Worker"	is a person that performs a specific or necessary task or who completes tasks in a certain way
"EPWP"	The Expanded Public Works Programme is a government programme aimed at the alleviation of poverty and unemployment. The programme ensures the full engagement on Labour Intensive Methods of Construction (LIC) to contractors for skills development. The EPWP focuses at reducing unemployment by increasing economic growth by means of improving skills levels through education and training and improving the enabling environment for the industry to flourish.

3. PURPOSE

The purpose of this agreement is to:-

Ensure that the agreement is binding to both the Worker and the Employer.

4. TERMS AND CONDITIONS

- The worker will have no entitlement to the benefits of a full time employee, namely;

  _____

  _____

- The worker should not have the expectation that this contract will be renewed or extended.
- The worker will be subject to all laws, rules, policies, codes and procedures applicable to the;

  _____

- The worker must meet the standards and requirements of the contractor
- The worker must render his/her services during normal working hours of minimum of forty to fifty five hours in any week; which comprise of an eight-hour working day in a five-day week.

5. REMUNERATION

The worker will receive compensation to the amount of R_____00 which must be paid by the 25th or on the last day of each month.

6. ROLES AND RESPONSIBILITIES

6.1 Employer / Worker

- Work for _____ in terms of the period as specified in the employment agreement contract.
- Be available for and participate in all learning and work experience required by the company.
- Comply with workplace policies and procedures.
- Complete any attendance or any written assessment tools supplied by the contractor to record relevant workplace experience.
- Demonstrate willingness to grow and learn through work experience.

  Provide the following documentation to the employer,

  - Certified identity document not longer than 3 months
  - ID size photos
  - Sign employment contract

6.2 Employer

- Employ the worker for a period specified in the agreement.
- Provide the worker with appropriate work based experience in the work environment.
- Facilitate payments of wages / stipends.
- Keep accurate records of workers.
- Where a worker/ learner is disabled, the employer will have to provide in the additional needs e.g. special materials, learning aids and in some cases physical or professional support (such aids remain the property of the employer).
- Keep up to date records of learning and discuss progress with the intern on a regular basis.
- Apply fair disciplinary, grievance and dispute resolution procedures to the worker.
- Prepare an orientation/ induction course to introduce worker/ learner to the workplace and specific workplace requirements.
- Ensure the daily attendance register is signed by the worker.

7. DURATION.

This agreement commences on: _____

and

expires on: _____

8. BREACH.

If either party commits any breach of the terms of this contract (and fails to rectify it within 30 days of receipt of a written notice calling it to do so, then) the other party shall be entitled to terminate the contract or to claim specific performance without prejudice to any of its other legal rights, including its rights to claim damages.

9. CONDITIONS OF EMPLOYMENT

9.1. Meal Breaks

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

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

9.1.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

9.1.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

9.2. Special Conditions for Security Guards (Only applicable to security Guards)

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

9.2.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

9.3. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

9.4. Work on Sundays and Public Holidays

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

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

9.4.3 A task-rated worker who works on a public holiday must be paid;

(a) the worker's daily task rate, if the worker works for less than four hours;

(b) double the worker's daily task rate, if the worker works for more than four hours.

9.4.4 A time-rated worker who works on a public holiday must be paid

(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;

(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9.5. Sick leave

9.5.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

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

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

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

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

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

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

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

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

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

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

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

9.6. Maternity Leave

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

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

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

9.6.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

9.6.5 A worker may begin maternity leave as follows;

(a) four weeks before the expected date of birth; or

(b) on an earlier date

(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

(ii) if agreed to between employer and worker; or

(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10,6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

9.7. Family responsibility leave

9.7.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances;

(a) when the employee's child is born;

(b) when the employee's child is sick;

(c) in the event of a death of

(i) the employee's spouse or life partner;

(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

9.8. Keeping Records

9.8.1 Every employer must keep a written record on site for the duration of the project and three (3) year after completion records should consists of at least the following;

(a) the worker's name and position;

(b) copy of an acceptable worker identification

(c) in the case of a task-rated worker the number of tasks completed by the worker;

(d) in the case of a time-rated worker, the time worked by the worker;

(e) payments made to each worker in a form of Proof of Payment, Payroll registers and the acknowledgement of payment receipt signed by the worker.

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

9.9. Payment

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

9.9.2 A worker may not be paid less than the Ministerial Determination wage rate.

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

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

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

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

9.9.7 Payment in cash or by cheque must take place

(a) at the workplace or at a place agreed to by the worker;

(b) during the worker's working hours or within fifteen minutes of the start or finish of work;

(c) in a sealed envelope which becomes the property of the worker.

9.9.8 An employer must give a worker the following information in writing

(a) the period for which payment is made;

(b) the numbers of tasks completed or hours worked;

(c) the worker's earnings;

(d) any money deducted from the payment;

(e) the actual amount paid to the worker.

9.9.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

9.9.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

9.10. Inclement weather

If no work has begun on site, and if an employee has reported for work, the employee will be paid for four hours. Should work be stopped after the first four hours, the employee will be paid for the hours worked. Where the employer has given employees notice on the previous working day that no work will be available due to inclement weather, then no payment will be made.

9.11. Deductions

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

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

9.11.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement of Law; court order or arbitration

9.11.4 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Unemployment Insurance Fund Contributions Act, 2002 (Act No. 4 of 2002)

9.11.5 An employer may not require or allow a worker to

(a) repay any payment except an overpayment previously made by the employer by mistake;

(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or

(c) pay the employer or any other person for having been employed.

9.12. Health and Safety

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

9.12.2 A worker must;

(a) work in a way that does not endanger his/her health and safety or that of any other person;

(b) obey any health and safety instruction;

(c) use any personal protective equipment or clothing issued by the employer;

(d) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

9.13. Compensation for Injuries and Diseases

9.13.1 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 as amended by COIDA Act 61, 1997.

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

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

9.13.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

9.14. Termination

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

9.14.2 A worker will not receive severance pay on termination.

9.14.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

9.14.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

9.14.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Notice procedure is as follows;

- One week if employed for four weeks or less
- Two weeks if employed for more than four weeks but not more than a year
- Four weeks of employed for one (1) year or more

9.15. Certificate of Service

9.15.1 On termination of employment, a worker is entitled to a certificate stating;

(a) the worker's full name;
(b) the name and address of the employer;
(c) the Project on which the worker worked; the work performed by the worker;
(d) any training received by the worker;
(e) the period for which the worker worked on the Project; and
(f) any other information agreed on by the employer and worker.

9.16. DOMICILE

The address to which notices and all legal documents may be delivered or served are as follows:

Employee Details

Name & Surname: _____

ID No: _____

Residential Address: _____

_____

Contact No: _____

Date of Employment: _____

To be supervised by: **Main Contractor:** ☐ or **Sub Contractor:** ☐

Category of employment: **Skilled:** ☐ **Semi-Skilled:** ☐ **Unskilled:** ☐

For Skilled & Semi-skilled state the trade: _____

Period of employment: Fixed for until when your services are still required on site

I confirm that I have been inducted and fully understand the condition of my appointment.

Employee Signature: _____ **Witness by SGB/CLO:** _____

Signature by Witness: _____

Employer Details

Name & Surname: _____
Designation: _____
Contact No: _____ **Signature:** _____

KWAZULU-NATAL DEPARTMENT OF PUBLIC WORKS

EXPANDED PUBLIC WORKS PROGRAMME

The Attendance Register for on-site Workers

Reporting month: _____ Cell No: _____

Surname: _____ First Name: _____

Project Name: **DEPARTMENT OF TRANSPORT : ROSSBURGH RTI : FENCING REPAIRS**

Project Code: **060109** Bid No

IDENTITY NUMBER:

Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided In The Reporting Month
WEEK 1						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 2						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 3						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 4						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 5						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
Total Days worked						