



# KOUGA MUNICIPALITY

## EXTENSION OF THE ICC BUILDING IN HUMANSDORP

CONTRACT NO: 2/2026

FEBRUARY 2026

SERVICE PROVIDER		
TELEPHONE / FACSIMILE		
CLOSING DATE	23 FEBRUARY 2026	

**ISSUED BY:**

Kouga Local Municipality

Physical Address:  
33 Da Gama Road  
Jeffreys Bay

Postal Address:  
P O Box 21  
Jeffrey Bay  
6330

**PREPARED BY:**

Directorate: Civil and Water Services

Kouga Local Municipality

Physical Address:  
33 Da Gama Road  
Jeffreys Bay

KOUGA LOCAL MUNICIPALITY

BID No.:2/2026

EXTENSION OF THE ICC BUILDING IN HUMANSDORP

GENERAL TENDER INFORMATION

TENDERS INVITED	:	EXTENSION OF THE ICC BUILDING IN HUMANSDORP
ESTIMATED CIDB CONTRACTOR GRADING	:	GB (General Building), Grade 2 or higher
CLARIFICATION MEETING	:	A compulsory clarification meeting to be held on site <b>Wednesday, 4 February 2026 @14h00pm</b> at the Humansdorp Fire Station, R330, Humansdorp 6300.
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	HUMANSDORP FIRE STATION ON THE R330
CLOSING DATE	:	23 FEBRUARY 2026
CLOSING TIME	:	12:00:00 PM / 12h00
CLOSING VENUE	:	Tender Box at the Municipal Office, Room 122 16 Woltemade Street (front entrance), Jeffreys Bay
VALIDITY PERIOD OF TENDER	:	90 days
TENDER BOX	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

**KOUGA LOCAL MUNICIPALITY**

**BID No.: 2/2026**

**EXTENSION OF THE ICC BUILDING IN HUMANSDORP**

<b>PARTICULARS OF BIDDER</b>	
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Name of Bidder	
Contact Person:	
Postal Address	
Street Address	
Telephone Number	Code:                      Number:
Cell phone Number	
E-Mail Address	
CSD Supplier Number (National Treasury)	
CIDB CRS Number	
Vat Registration Number	

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# **TENDER**

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

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

**T1.2 Tender Data**

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



**KOUGA LOCAL MUNICIPALITY (EC108)**  
**DIRECTORATE: COMMUNITY SERVICES**  
**NOTICE NO: 2/2026**

### **EXTENSION OF THE ICC BUILDING IN HUMANSDORP**

Suitably qualified, capable, and experienced Contractors are hereby invited to submit tenders for the Extension of the ICC Building in Humansdorp. The contract will be based on the General Conditions of Contract for Construction Works, 3rd Edition, 2015.

### **DETAILED SPECIFICATION IS AVAILABLE ELECTRONICALLY:**

An electronic copy of the tender document will be available on E-Tender portal [www.etender.gov.za](http://www.etender.gov.za) or the municipal website [www.kouga.gov.za](http://www.kouga.gov.za) as from **Friday, 23 January 2026**. After downloading the tender document from the website each prospective bidder **MUST** ensure that a complete tender document is printed.

A **compulsory site meeting** will be arranged for **Wednesday, 4 February 2026 @14h00pm** at the **Humansdorp Fire Station, R330, Humansdorp 6300**. Please take note that no attendee arriving 10 minutes late or more will be allowed to attend the site meeting.

### **CONDITIONS OF THIS TENDER:**

- Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- This contract will be evaluated on the 80/20-point system. 80 points for price and 20 points for specific goals. To claim points for specific goals prospective bidders MUST submit proof/ required documents.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- **A contractor CIDB Grading of 2GB or higher is required.**
- **Bidders must have completed at least three similar projects with a minimum value of R100,000.00.**
- **Bidders must note that the Municipality may make use of additional vetting methods to further qualify capacity of bidders to eliminate delays during project implementation**
- A valid SARS Tax Compliance Status Pin may be requested to verify tax status.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission must be 90 days from the closing date.
- RFQ's that are deposited in the incorrect box or delivered to any other venue will not be considered.

Any information regarding this tender can be obtained from Mr. H. van Rooyen at [hvanrooyen@kouga.gov.za](mailto:hvanrooyen@kouga.gov.za) and copy [tenders@kouga.gov.za](mailto:tenders@kouga.gov.za)

Completed documents in a sealed envelope endorsed **"NOTICE NO: 2/2026: "EXTENSION OF THE ICC BUILDING IN HUMANSDORP"** must be placed in the Tender Box **16 Woltemade Street, Jeffreys Bay, Room 122** on or before **MONDAY, 23 FEBRUARY 2026 at 12:00.**

### **C. DU PLESSIS**

**MUNICIPAL MANAGER**

P.O Box 21  
JEFFREYS BAY  
6330

**For Placement:** Herald/ Municipal Website/ Municipal Notice Boards in all offices/areas – 23 January 2025

**PART A****INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KOUGA LOCAL MUNICIPALITY**

BID NUMBER:	2/2026	CLOSING DATE:	23 FEBRUARY 2026	CLOSING TIME:	12h00
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DESCRIPTION	EXTENSION OF THE ICC BUILDING IN HUMANSDORP
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID  
BOX SITUATED AT

**KOUGA LOCAL MUNICIPALITY, 16 WOLTEMADE STREET, JEFFREYS BAY****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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No

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

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER	.....	6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Mr H. van Rooyen
CONTACT PERSON		TELEPHONE NUMBER	042-200-2200
TELEPHONE NUMBER	042-200-2200	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER		E-MAIL ADDRESS	<a href="mailto:hvanrooyen@kouga.gov.za">hvanrooyen@kouga.gov.za</a>
E-MAIL ADDRESS	tenders@kouga.gov.za		

## T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 of 08 August 2019 (see [www.cidb.org.za](http://www.cidb.org.za)).

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

"Bid" should read "tender", and vice versa, throughout the document – implying both words have the same meaning.

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

<b>Clause Number</b>	<b>Tender Data</b>
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<b>C.1</b>	<b>General</b>
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<b>C.1.1</b>	<b>Actions</b>
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The Employer is **KOUGA LOCAL MUNICIPALITY**.

- |                |   |
|----------------|---|
| <b>C.1.1.2</b> | Tenderers shall declare any perceived, known and potential conflict of interest under Returnable Documents, Form T2.1.14 Declaration of Intent of Persons in Service of State and Form T2.1.16 Declaration of Tenderers Supply Chain Management Practices |
|----------------|---|

<b>C.1.2</b>	<b>Tender Documents</b>
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*Add the following:*

The following documents form part of this tender:

**Available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institute of Civil Engineering, the S.A. Bureau of Standards and the Government printers, as applicable:**

1. Annex C. of the Standard Conditions of Tender of Government Gazette No. 42622 dated 8 August 2019
2. The General Conditions of Contract for Construction Works 2015, as amended by the Contract Data
3. S.A. Bureau of Standards Standardised Specifications for Civil Engineering Construction as amended by the Specification Data

Volumes 2 and 3 may also be inspected, by appointment, at the offices of the Employer during normal office hours.



The Tender Documents issued by the Employer comprise:

**VOLUME 1:** The Tender Document (this document), in which are bound:

**THE TENDER**

**Part T1: Tendering Procedures**

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

**Part T2: Returnable documents**

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules

**THE CONTRACT**

**Part C1: Agreements and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Performance Guarantee
- C1.4 Occupational Health and Safety Agreement
- C1.5 Disclosure Statement
- C1.6 Adjudication Board Member Agreement

**Part C2: Pricing data**

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

**Part C3: Scope of Work**

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6 Health and Safety Specifications

**Part C4 : Site Information**

- C4.1 General Site Information

**C.1.3 Interpretation**

**C.1.3.1** *Delete the clause and replace with the following:*

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.1.4 Communication**

*Delete the first sentence of the clause and replace with the following:*

Verbal or any other form of communication, from the Employer, its employees, agents, or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its director: Supply Chain Management or his nominee.

The Employer's Agent, for the purposes of any communication between the Employer and Tenderer is:

Name : Directorate: Civil and Water Services  
Kouga local Municipality

Represented By : Community Services  
Address : 33 Da Gama Road  
Jeffreys Bay  
Telephone : 067 106 3691

**C.1.5 Cancellation and Re-Invitation of Tenders**

*Delete the full stop at the end of C.1.5.1 c) and replace with, or  
Add the following after C.1.5.1 c):*

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

**C.1.5 Competitive negotiation procedure**

*Add the following to C.1.6.2.1:*

A competitive negotiation procedure will not be followed.

**C.1.6.3 Proposal procedure using the two-stage system**

*Add the following between C.1.6.3 and C.1.6.3.1:*

A two-stage system will not be followed.

*Add the following after C.1.6.3.2.2*

**C.1.6.4 Objections, complaints, queries, and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**

**C.1.6.4.1 Disputes, objections, complaints, and queries**

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Kouga Local Municipality in the implementation of its supply chain management system, may lodge within fourteen (14) days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

**C.1.6.4.2 Appeals**

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
  - i) Must be in writing
  - ii) It must set out the reasons for the appeal
  - iii) It must state in which way the Appellant's rights were affected by the decision.
  - iv) It must state the remedy sought; and
  - v) It must be accompanied with a copy of the notification advising the person of the decision

**C.1.6.4.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

C.1.6.4.4 All requests referring to sub clauses F.1.6.4.1 and F.1.6.4.2 must be submitted in writing to:

***The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.***

C.1.6.4.5 All requests referring to clause C.1.6.4.2 3 regarding access to information or reasons must be submitted in writing to:

***The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.***

C.1.7

**Kouga Local Municipality Supplier Database Registration**

Tenderers are required to be registered on the Kouga Local Municipality's Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the Kouga Local Municipality's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Road, Jeffreys Bay.

C.1.8

**National Treasury Web Based Central Supplier Database (CSD) Registration**

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

**C.2**

**Tenderer's obligations**

C.2.1

**Eligibility**

*Delete the heading **Eligibility** and Replace with **Responsiveness Criteria***

C.2.1.1

*Delete the clause and replace with the following:*

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

*Add the following after C.2.1.2:*

C.2.1.2

Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

C.2.1.3

Only those tenders that satisfy the following criteria will be declared responsive:

C.2.1.3.1

**Construction Industry Development Board (CIDB) Registration**

Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a SB class of construction work, will be declared responsive. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB.
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the GB class of construction work: and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 1GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

- d) The CIDB grading is extended to Potentially Emerging (PE) Contractors one grade lower ie 6SB PE in the tender value range in terms of Regulation 25.(8).

For alpha-numeric associated with the contractor Grading Designations see Annex G attached.

**C.2.1.4.2 Compliance with requirements of Kouga Local Municipality's SCM Policy and procedures**

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) Full name of entity submitting tender to be provided.
- b) Identification number or company or other registration number to be provided.
- c) Tax reference number to be provided.
- d) VAT registration number to be provided.
- e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed).
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed).
- h) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed).
- i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed).
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy.
- k) The tenderer's tax matters with SARS are in order.
- l) The tenderer is not an advisor or consultant contracted with the Employer.
- m) The tenderer is not a person, advisor, corporate entity, or a director of such corporate entity, involved with the bid specification committee.

**C.2.1.4.3 Minimum Requirements**

The Tenderer should have completed at least three similar projects of minimum value R100 000.00.

**C.2.1.4.5 Compulsory clarification meeting**

Tenderers are required to attend a compulsory clarification meeting and site visit at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

Only those tenders submitted by tenderers who have signed the attendance register will be declared responsive.

**C.2.1.4.6 Good standing with Bargaining Council**

Submit letter of Good standing with Bargaining Council.

**C.2.3 Check documents**

*Delete the clause and replace with the following:*

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's Agent at once of any such problems identified

**C.2.7 Clarification meeting**

*Add the following after the second sentence:*

The arrangements for the compulsory site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

**C.2.8 Seek Clarification**

*Add the following after the first sentence:*

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

**C.2.11** *Add the following after the first sentence:*

"In the event of a mistake having been made on the Schedule of Rates, it shall be crossed out in non-erasable ink and be accompanied by a full signature of each signatory to the Tender at each and every price alteration."

Correction fluid shall not be used in the Schedule of Rates where prices are calculated to derive a total amount. If correction fluid has been used, the tender as a whole will be classified non-responsive and not be considered.

The Employer will reject and classify the tender non-responsive if corrections are not made in accordance with the above."

**C.2.12 Alternative tender offers**

**C.2.12.1** *Add the following to C.2.12.1 at the end of the first sentence:*

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
- c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions

**C.2.12.3** *Add the following to C.2.12.1 at the end of the first sentence:*

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender -offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, taken into account in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

C.2.13 **Submitting a tender offer**

*Add the following to C.2.13.1 at the end of the first sentence:*

- C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

*Add the following to C.2.13.3 at the end of the first sentence:*

- C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (naught) copies.

*Add the following to C.2.13.5 at the end of the first sentence:*

- C.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

<b>Employer:</b>	Kouga Local Municipality.
<b>Physical address:</b>	16 Woltemade Street, Jeffreys Bay.
<b>Identification details:</b>	Bid Number: 2/2026 Extension of The ICC Building in Humansdorp

Sealed tenders with the Tenderer's name and address and the endorsement "**BID NO.2/2026: EXTENSION OF THE ICC BUILDING IN HUMANSDORP**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

*Add the following to C.2.13.6:*

- C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).

*Add the following to C.2.13.9:*

- C.2.13.9 Telephonic, telegraphic, telex, facsimile, e-mailed or posted tender offers will not be accepted.

*Add the following after C.2.13.9:*

- C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.
- C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:
- electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
  - The electronic version shall not be regarded as a substitute for the issued tender documents.
  - The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
  - Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
  - The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.

- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood, and accepted all the above conditions.

#### C.2.15 **Closing time**

*Add the following to C.2.15.1 after the first sentence:*

- C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

#### C.2.16 **Tender offer validity**

*Add the following to C.2.16.1 after the first sentence:*

- C.2.16.1 The tender offer validity period is **90 calendar days**.

- C.2.16.2 *Delete the clause and replace with the following:*

Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.

#### C.2.17 **Clarification of tender offer after submission**

*Add the following to C.2.17 at the end of the third sentence:*

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

#### C.2.18 **Provide other material**

*Delete the following word in C.2.18.1:*

- C.2.18.1 notarized

*Add the following to C.2.18.1 at the end of the first paragraph:*

Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million:**

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing.
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract.
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

*Add the following after C.2.18.2:*

- C.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.

Failure to fully cooperate could result in a tender being declared as non-responsive.

#### C.2.18.4 **Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have

read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 16: Health and Safety Plan in T2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.7 Health and Safety Specifications for the works detailed in Part C3 Scope of works.

#### C.2.23 **Certificates**

*Add the following after the first sentence:*

The tenderer is required to submit the following:

##### C.2.23.1 **Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, *16 Woltemade Street, Jeffreys Bay*, or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.

##### C.2.23.2 **Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the Kouga Local Municipality at the Supplier Management Unit located within the Supplier Management / Registration Office, *16 Woltemade Street, Jeffreys Bay* or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector** unless in possession of a valid certificate in terms of the **transitional arrangements contained in these Codes**.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

*Add the follow new clause after C.2.23.2*

#### C.2.24 **Proposed Deviations and Qualifications**

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.



The tenderer accepts that the Employer will examine such deviations in terms of clause C3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

## C.3 The Employer's undertakings

### C.3.2 Issue Addenda

*Delete the words "three days" from the first sentence and replace with:*

"Five working days where possible"

*Add the following to C.3.2 at the end of the paragraph:*

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile, or registered post.

### C3.4 Opening of tender submissions

*Add the following to C.3.4.2 at the end of the paragraph:*

The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

### C.3.8 Test for responsiveness

#### C.3.8.2 Delete par C.3.8.2 (c)

*Replace the final sentence of C.3.8.2 with the following:*

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

*Add the following after clause C.3.8.2*

#### C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

### C.3.9 Arithmetical errors, omissions, and discrepancies

*Add the following after clause C.3.9.2*

#### C.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

### C.3.10 Clarification of a tender offer

*Delete the clause and replace with the following:*

#### C.3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

### C.3.11 B-BBEE specific goals

Up to 100 minus **W<sub>1</sub>** tender evaluation points will be awarded to tenderers on the basis of the data supplied in Part 2: Returnable Documents of the Tender Portion.

Tenders shall be evaluated in terms of the Preferential Procurement Regulations 2017. The value of the tender is estimated not to exceed R50 000 000-00 and therefore the 80/20 system shall be applicable. The financial offer will be scored using Formula 2 (Option 1) where the value of W1 is 80 points. Up to a maximum of 20 points for this tender will be awarded in terms of the tenderers B-BBEE status level of contribution.

Preference points shall be scored in accordance with Regulation 6 (2) or 7 (2) of the Preferential Procurement Regulations, 2017 therefore preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below, but **points can only be obtained by submitting a certified B-BBEE Certificate**:

The value of this bid is estimated not to exceed R50 000 000.00 and therefore the (80/20) system shall be applicable.

BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	8	4
3	6	3
4	4	2
5	3	1
6	2	1
7	2	1
8	2	1
Non-compliant contributor	0	0

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

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

No	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBEE Status Level Contributor	10	As for B-BBEE points allocation table above.
2	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.	10	10 Points= Located within the boundaries of the Kouga Local Municipality
			6 Points- Located within the boundaries of Sarah Baartman District Municipality.
			4 Points- Located within the boundaries of the Eastern Cape
			1 Point- Outside of the boundaries of the Eastern Cape

**Annex C**  
(normative)  
**Standard Conditions of Tender**

**Standard Conditions of Tender**

**C.1 General**

**C.1.1 Actions**

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

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

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.  
2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

**C.1.2 Tender Documents**

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

**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 fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

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

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

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

**C.1.4 Communication and employer's agent**

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

### **C.1.5 Cancellation and Re-Invitation of Tenders**

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

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

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

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

### **C.1.6 Procurement procedures**

#### **C.1.6.1 General**

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

#### **C.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

#### **C.1.6.3 Proposal procedure using the two stage-system**

##### **C.1.6.3.1 Option 1**

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

##### **C.1.6.3.2 Option 2**

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

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

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

#### **C.2.1 Eligibility**

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

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

## **C.2.2 Cost of tendering**

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

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

## **C.2.3 Check documents**

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

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

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

## **C.2.5 Reference documents**

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

## **C.2.6 Acknowledge addenda**

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

## **C.2.7 Clarification meeting**

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

## **C.2.8 Seek clarification**

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

## **C.2.9 Insurance**

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

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

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

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

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

## **C.2.12 Alternative tender offers**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **C.2.15 Closing time**

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

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

#### **C.2.16 Tender offer validity**

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

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

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

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

#### **C.2.17 Clarification of tender offer after submission**

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

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

#### **C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.  
Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.  
C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

### **C.2.19 Inspections, tests and analysis**

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

### **C.2.20 Submit securities, bonds and policies**

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 twenty-eight (28) days after the expiry of the validity period stated in the tender data.

### **C.2.23 Certificates**

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

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

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

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

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

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

### **C.3.2 Issue Addenda**

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

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

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

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

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its 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 tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

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



claimed on 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 disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **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 C.3.11 for:

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line 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.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures. **The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:**

**Requirement**  
Fair

#### **Qualitative interpretation of goal**

The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.

Equitable

Transparent

Competitive

Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

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.

The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

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

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions,

preventing participating in the employer's procurement;

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

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

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

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

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

**C.3.14 Prepare contract documents**

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

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

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

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

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

**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

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

**Annex G**  
(normative)

**Alpha-numerics associated with the Contractor Grading Designations**

**Table G1: Contractor grading designations and associated parameters, as per Government Notice 357 of 2019 [Notice No.42561], dated 23 May 2019.**

<b>Contractor Grading Designation</b>	<b>Tender Value Range designation</b>	<b>Maximum value of contract that a contractor is considered capable of performing (R)</b>
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 500 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

# TENDER

## PART 2 (OF 2): RETURNABLE DOCUMENTS

T2.1	List of Returnable Documents	30
T2.2	Returnable Documents	32

<b>T2.1: LIST OF RETURNABLE DOCUMENTS</b>
---

The original completed tender document (refer clauses 3.2 and 4.13 of the Tender Data), excluding Drawings, shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers submit, return, complete and sign **all the information, documents and schedules, as requested.**

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion)**

- 1A Status of Concern Submitting Tender
- 1B Authority for Signatory
- 1C Certificate of Attendance at Clarification Meeting
- 1D Declaration of Interest in Tender of Persons in Service of the State
- 1E Compulsory Enterprise Questionnaire
- 1F Declaration of Tenderer's Past Supply Chain Management Practises
- 1G Form MBD6: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022
- 1H Schedule of Work Satisfactorily carried out by the Tenderer for Private Clients or Organs of State
- 1I Schedule of Contracts Awarded to Tenderer by Organs of State
- 1K Certificate of Independent Bid Determination
- 1L Proposed Amendments
- 1N Proof of Registration and good standing with the Construction Industry Development Board (CIDB)
- 1O Proof of Registration with the Supplier Database

**2. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (To be attached with submission)**

- 2A Original Valid Tax Clearance Certificate
- 2B Municipal Billing Clearance Certificate
- 2C B-BBEE Status Level Certificates / Consolidated Scorecard

**3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

- 3A Record of Addenda to Tender Documents
- 3B Declaration Concerning Fulfilment of the Construction Regulations

**4. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Health and Safety Agreement
- C2.2 Bill of Quantities



<b>1A: STATUS OF CONCERN SUBMITTING TENDER</b>
--

## 1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company	
Private Company	
Closed Corporation	
Partnership	
Sole Proprietary	
Joint Venture	
Co-operative	

## 2. Information to be provided (Attached to the tender)

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	Closed Corporation, incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members
2	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973  (Including Companies incorporated under Art 53 (b))	Copies of:  a) CIPRO CM 1 – Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) CIPRO CM 39 – Notice of Change of Directors for private companies d) Shareholders Certificates of all Members of the Company.
3	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held by another Closed Corporation or company with, or without, share capital	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
4	Public Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973  (Including Companies incorporated under Art 21)	A signed statement by the Company's Secretary confirming that the Company is a Public Company.  Copy of CM 29
5	Sole Proprietary or a Partnership	Certified Copy of the Identity Document of: a) Such Sole Proprietary, or b) Each of the Partners in the Partnership  Copy of the Partnership agreement



If the Tendering Entity is a:		Documentation to be submitted with the tender
6	Co-operative	<p>CIPRO CR 2 – Copies of Company registration document.</p> <p>(The percentage of work to be done by each partner must clearly be indicated on Form RDB 1 (or RDB 2 as applicable) of the tender document: MBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).</p>
7	Joint Venture	<p>All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement.</p> <p>(The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).</p>

**Note:**

- (i) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- (ii) Include a copy of the Certificate of Change of Name (CM 9) if applicable. No. CM 9: name change certificate will be accepted as proof alone, for registration.

**3. Bidders Must Register for VAT or be Registered for VAT Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)**

(Make an X in the appropriate space below)

Yes

☐

No

☐

REGISTRATION NO: .....

## 1B: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture / Consortium	D Sole Proprietor	E Close Corporation

### A Certificate for Company

I, ....., chairperson of the board of directors of ....., hereby confirm that by resolution of the board (copy attached) taken on ..... 20....., \* Mr / Ms ..... acting in the capacity of ....., and who will sign as follows: ..... be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

#### As witnesses:

1. .... Chairman: .....
2. .... Date: .....

NAME	CAPACITY	SIGNATURE

#### Note:

\* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

## B Certificate for Partnership

We, the undersigned, being the key partners in the business trading as ....., hereby authorize \* Mr / Ms ....., acting in the capacity of ....., and who will sign as follows: ..... be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

### Note:

\* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

## C Certificate for Joint Venture or Consortia

We, the undersigned, are submitting this tender offer in a \* Joint Venture / Consortium and hereby authorise \* Mr / Ms ....., acting in the capacity of lead partner, and who will sign as follows: ..... be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all partners to the \* Joint Venture / Consortium.

NAME OF FIRM	ADDRESS	% OF CONTRACT VALUE	AUTHORISING SIGNATURE, NAME AND CAPACITY
(Lead Partner):			

**Note:**

\* Delete which is not applicable.

This resolution must be signed by all the Members / Partners of the Bidding Enterprise.

Should the number of Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**D Certificate for Sole Proprietor**

I, ....., hereby confirm that I am the sole owner of the business trading as .....

**As witnesses:**

1. ....

Signature: .....

2. ....

Date: .....

### E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as .....

hereby authorize \* Mr / Mrs ....., acting in the capacity of ....., to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note:

\* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

1C: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
--

This is to certify that

..... (Tenderer)

of

.....

..... (address)

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

..... (location) on

..... (date), starting at ..... (time).

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

Particulars of person(s) attending the meeting on behalf of **the tenderer**:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

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

Name ..... Signature .....

Capacity ..... Date & Time .....

<b>1D: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE</b>
---

1. Where the tenderer is a natural person, state / declare whether the tenderer or an employee is in the service of the state, or has been in the service of the state during the past twelve months.

**YES / NO (INDICATE)**

If so, state particulars:

.....

If so and where applicable, state the date of resignation:

.....

2. Where the tenderer is not a natural person, state / declare whether any of its directors, managers, principal shareholders or stakeholders is in the service of the state, or have been in the service of the state during the past twelve months.

**YES / NO (INDICATE)**

If so, state particulars:

.....

3. State / declare whether a spouse, child or parent of the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is in the service of the state, or have been in the service of the state during the past twelve months.

**YES / NO (INDICATE)**

If so, state particulars:

.....

4. State / declare whether the tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is a person who is an advisor or consultant contracted with the municipality or municipal entity.

**YES / NO (INDICATE)**

If so, state particulars:

.....

5. State / declare whether the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is involved in another entity for this particular tender.

**YES / NO (INDICATE)**

If so, state particulars:

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....



## 1E: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**SECTION 1: NAME OF ENTERPRISE:** .....

**SECTION 2: VAT REGISTRATION NUMBER, IF ANY** .....

**SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:** .....

### **SECTION 4: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS**

Name*	Identity Number*	Personal Income Tax Number*

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

### **SECTION 5: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS**

Company registration number .....

Close corporation number .....

Tax reference number .....

### **SECTION 6: RECORD OF SERVICE OF THE STATE**

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of Sole Proprietor,	Name of Institution, Public	Status of Service
--------------------------	-----------------------------	-------------------

Partner, Director, Manager, Principal Shareholder or Stakeholder	Office, Board or Organ of State and Position held	(tick appropriate column)	
		Current	Within last 12 months

\*Insert separate page if necessary

## SECTION 7: RECORD OF SPOUSES, CHILDREN AND PARENTS IN THE SERVICE OF THE STATE

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

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

Name of Spouse, Child or Parent	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

\*Insert separate page if necessary

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

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

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Enterprise name .....

## 1F: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

1. This form serves as a declaration to be used by the Employer in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
  - a) abused the Municipality's / Municipal entity's supply chain management system or been guilty of any improper conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	<b>Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</b>  (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> )	Yes	No
	If so, furnish particulars:		
4.2	<b>Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)?</b>  (To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	Yes	No
	If so, furnish particulars:		
4.3	<b>Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b>	Yes	No
	If so, furnish particulars:		

ITEM	QUESTION	RESPONSE	
4.4	<b>Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</b>	Yes	No
	If so, furnish particulars:		
4.5	<b>Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?</b>	Yes	No
	If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

<p align="center"><b>1G: FORM MDB 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011</b></p>
--

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

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

## 1. GENERAL CONDITIONS

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

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

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

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

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

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	8	4
3	6	3
4	4	2
5	3	1
6	2	1
7	2	1
8	2	1
Non-compliant contributor	0	0

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

#### SPECIFIC GOALS

No	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBE Status Level Contributor	10	As for B-BBEE points allocation table above.
2	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.	10	<b>10 Points=</b> Located within the boundaries of the Kouga Local Municipality <b>6 Points-</b> Located within the boundaries of Sarah Baartman District Municipality <b>4 Points-</b> Located within the boundaries of the Eastern Cape <b>1 Point-</b> Outside of the boundaries of the Eastern Cape

- 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:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 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:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 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.

**able 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)

#### 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 TENDERERS(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

**1H: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE**

*(Organs of State include any Local, Provincial or National Government Authority)*

The following is a statement of similar work successfully executed by myself/ourselves:

<b>Employer, Contact Person and Telephone Number</b>	<b>Description of Contract</b>	<b>Value of Work Inclusive of VAT (Rand)</b>	<b>Date Completed (State current if not yet complete)</b>

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**11: SCHEDULE OF CONTRACTS AWARDED TO THE TENDERER BY ORGANS OF THE STATE**

***(Organs of State include any Local, Provincial or National Government Authority)***

In terms of Clause 21(d)(iii) of the Supply Chain Management Policy, the tenderer shall list hereunder, particulars of contracts awarded to him by any Organ of State, during the past 5 years. **Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned.**

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement. Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

<b>Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity</b>	<b>Title of contract for the service</b>	<b>Value of Work Inclusive of VAT (Rand)</b>	<b>Date Completed (State current if not yet complete)</b>

Any material non-compliance or dispute concerning the execution of any of these contracts?	Yes	No
If so, furnish particulars: <div style="border: 1px solid black; height: 200px; width: 100%;"></div>		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

<b>1K: CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
---

I, the undersigned, in submitting the accompanying bid:

.....  
(Bid Number and Description)

in response to the invitation for the bid made by:

.....  
(Name of Municipality / Municipal Entity)

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

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

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

**\* 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.**

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

<b>1L: PROPOSED AMENDMENTS</b>
--------------------------------

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in **a covering letter to his tender and reference such letter in this schedule.**

The Tenderer's attention is drawn to Clause 3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

Page Number	Clause / Item	Proposal

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

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

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

Tenderer .....



**1N :**

**PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

Tenderers must attach to this page, proof of registration and good standing with the CIDB. (In the case of Joint Ventures, proof must be provided for each partner).

All existing and prospective service providers/creditors to the Kouga Municipality's supplier database should note that registration with the electronic Central Suppliers Database (CSD [www.csd.gov.za](http://www.csd.gov.za) for self-registering), developed by National Treasury, is a requirement.

Prospective tenderers are to attach the ***Certificate of Registration with CSD*** to this page.

<b>2A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE</b>
---

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

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.

The tenderer must attach to this page an **original(s)** of a **valid** Tax Clearance Certificate(s) and the Tax compliance Status pin must be submitted.

Note:

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

<b>2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE</b>
--

In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

These certificates are obtainable from:

Kouga Local Municipality  
33 Da Gama Road  
Jeffreys Bay.

***Should the tenderer not be based in the Kouga Local Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he is based.***

<b>2C: B-BBEE STATUS LEVEL CERTIFICATES / CONSOLIDATED B-BBEE SCORECARD</b>
---

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

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

A trust, consortium or joint venture acting as a legal entity shall submit and attach to this page their B-BBEE status level certificate.

A trust, consortium or joint venture acting as an unincorporated entity shall submit and attach to this page their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE scorecard shall be prepared for every separate bid.

Tertiary institutions and public entities shall submit and attach to this page their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

**All EME / B-BBEE certificates must reflect the B-BBEE status level of the bidder and must be certified.**

### 3A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

### 3B: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS

In terms of Regulation 4(3) of the Construction Regulations (2014), hereinafter referred to as the Regulations, promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

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

(Tick)

Yes	
No	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

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

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

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

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

	(Tick)
Yes	
No	

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

1. .... ID NO: .....  
(Name in Print):

2. .... ID NO: .....  
(Name in Print):



# CONTRACT

## PART 1 (OF 4): AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Health and Safety Agreement

## C1.1: FORM OF OFFER AND ACCEPTANCE

### (Agreement)

#### 1. OFFER

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

#### **TENDER NO 2/2026 EXTENSION OF THE ICC BUILDING IN HUMANSDORP**

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

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

#### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS:**

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

..... Rand (in words);     R ..... (in figures)

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

For the **Tenderer**:

.....  
Signature

.....  
Name

.....  
Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....  
Signature  
.....  
Name

Date: .....

## 2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

**Part C1: Agreements and Contract Data (which includes this Agreement)**

**Part C2: Pricing Data**

**Part C3: Scope of Work**

**Part C4: Site Information**

**and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.**

Deviations from and amendments to the documents listed in the Tender Data and any Addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviation (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of the 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) days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the **Employer**:

.....  
Signature  
  
.....  
Name  
  
.....  
Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....  
Signature  
  
.....  
Name

Date: .....

### 3. SCHEDULE OF DEVIATIONS

#### Notes:

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

1. Subject: .....  
Details: .....
2. Subject: .....  
Details: .....
3. Subject: .....  
Details: .....
4. Subject: .....  
Details: .....
5. Subject: .....  
Details: .....
6. Subject: .....  
Details: .....
7. Subject: .....  
Details: .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**For the Tenderer:**

.....  
.....  
.....  
Name and Address of Organisation  
.....  
.....  
.....  
.....  
.....  
.....

Signature  
  
Name  
  
Capacity

**For the Employer:**

.....  
.....  
.....  
Name and Address of Organisation  
.....  
.....  
.....  
.....  
.....  
.....

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

Witness Signature  
  
Witness Name  
  
Date

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

#### 4. CONFIRMATION OR RECEIPT

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

the ..... (day)

of ..... (month)

20 ..... (year)

at ..... (place)

For the **Contractor**:

.....  
Signature

.....  
Name

.....  
Capacity

Signature and Name of Witness:

.....  
Signature

.....  
Name

## C1.2: CONTRACT DATA

The General Conditions of Contract for Construction Works, Third Edition, (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, are applicable to this Contract and are obtainable from [www.saice.org.za](http://www.saice.org.za).

Copies of these Conditions of Contract may be obtained on the tenderer's own cost from the SAICE.  
(Tel: 011 – 055 947).

### PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause	Description / Wording
1.1.1.13	The Defects Liability Period is 12 months, measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is <b>4 months</b> , calculated from the Commencement Date.
1.1.1.15	The Employer is the Kouga Local Municipality.
1.1.1.16	The Employer's Agent is represented by an employee duly authorised thereto in writing.
1.1.1.26	The Pricing Strategy is: <b>Re-measurable Contract</b>
1.2.1.2	The Employer's address for receipt of communications is: 33 Da Gama Road Jeffreys Bay Postal Address: P O Box 21 Jeffrey Bay 6330 Telephone: 042 200 2200 email: tenders@kouga.gov.za
1.2.1.2	The Employer's Agent's address for receipt of communications and notices is: N/A.
3.2.3	The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract: 1. <b>New Clause 3.2.3.1</b> "For expenditure on the Contract to exceed the Contract Sum"; 2. <b>Existing Clauses:</b> 3.3.1 - Nomination of person as Employer's Agent's Representative. 5.7.2 - Work at night as well as by day 5.8 – Non-working times



Clause	Description / Wording
	<p>5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions)</p> <p>5.13 - Reduction of penalty for delay.</p> <p>5.14.2 - The issue of a Certificate of Practical Completion.</p> <p>5.14.4 - The issue of a Certificate of Completion.</p> <p>5.16.1 - The issue of a Final Approval Certificate.</p> <p>6.3 – Variation Orders which may exceed R 20 000</p> <p>6.6 - Instruction to expend on Provisional and Prime Cost Sums</p> <p>6.11 - Adjustment of General Items &amp; Approval of Claims</p> <p>8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.</p>
3.2.4	<p>The Employer's Agent has been appointed as Agent on this contract, in terms of Clause 5 of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993.</p> <p>The duly appointed H&amp;S Officials has been appointed as Client Agents on this contract, in terms of Clause 5 of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project generated H&amp;S plan and submit such to the employers agent for legal compliance reassessment &amp; verification / approval prior to any works commencing. The duly appointed H&amp;S Officials will be responsible for further monitoring and the auditing of the approved H&amp;S plan for legal compliance.</p>
4.3.1	<p><b><u>Add the following</u></b> to the clause:</p> <p>"For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Employers Agenting Sector published from time to time.</p> <p>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers."</p> <p>"The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan."</p>
4.3	<p>Add the following at the end of Clause 4.3:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <p>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</p> <p>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. The</p>

Clause	Description / Wording
	<p>Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>(iii) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</p> <p>(iv) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</p> <p>4.3.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <p>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1)(b) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after <b>the Commencement Date</b> and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
5.3.1	<p>The documentation required before the commencement of the Works is:</p> <p>(i) Health and Safety Plan (Refer Clause 4.3)</p> <p>The Contractor shall deliver his health and safety plan, complete with Risk Assessment, in terms of Regulation 5(1) of the Construction Regulations (2014).</p> <p>(ii) Initial Programme (Refer Clause 5.6)</p> <p>The Contractor shall deliver his Initial Programme of carrying out the Works.</p> <p>(iii) Security (Refer Clause 6.2)</p> <p>The Contractor shall submit a Performance Guarantee from an Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee, in a sum equal to ten per cent (10%) of the Contract Sum. The wording of the Guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data.</p> <p>(iv) Insurance (Refer Clause 8.6)</p> <p>The Contractor shall submit a "Letter of Confirmation" from the approved Insurance Company</p>

Clause	Description / Wording
	<p>certifying that:</p> <ul style="list-style-type: none"> <li>a) that the applicable Contractor complies in full with all the requirements and stipulations of Clause 8.6 of the Conditions of Contract, as amended in the Contract Data and,</li> <li>b) the Insurance Company will immediately notify the Employers Agent of any changes or amendments to the policy / policies and,</li> <li>c) the Insurance Company will immediately notify the Employers Agent of any non-payment or default relating to the premiums and or policy / policies and,</li> <li>d) the Insurance Company will immediately notify the Employers Agent should any of the applicable insurances expire or be cancelled before the issue of the "Certificate of Completion" or the "Final Approval Certificate", as the case may be."</li> </ul>
5.3.2	The documentation shall be submitted within 14 days from the Commencement Date.
5.3.3	<p>Add the following to Clause 5.3.3 after the last sentence:</p> <p>"The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof."</p>
5.4.1	<p>Between the wording "... Site," and "the location ...." In the third line, add the following:</p> <p>"subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof,"</p>
5.4.2	Access to and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Work and Site Information.
5.6.1	The Contractor shall deliver his Works programme within fourteen (14) days after the Commencement Date.
5.8.1	<p>Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours".</p> <p>Non-working days are Saturdays and Sundays. Special non-working days are all applicable gazetted public holidays, election day of the local government elections and national elections (when applicable) and the year-end break.</p> <p>For the purposes of this Contract the year-end break shall be as declared by SAFCEC.</p> <p>The work done by the contractor should be done at hours of the day so as not to influence the normal operation of the existing infrastructure in any manner.</p>
5.8.3	<p>Add the following new Clause:</p> <p>"5.8.3</p> <p>The additional cost of supervision and monitoring by the Employers Agent or his representatives, outside non-working times, in accordance with Clause 5.8.1 shall be for the Contractor's account."</p>
5.12.2.2	<p>Add the following to Clause 5.12.2.2:</p> <p>The time period specified as the time for completion includes allowances for delays and days on which it is expected that work, on the critical path items of the Works, would be prevented due to normal weather conditions such as wind, rainfall or the subsequent waterlogged condition.</p> <p>Based on average weather conditions of wind, rain and sunshine the allowances are actual and</p>

Clause	Description / Wording
	<p>consequential delays shall be as follows:</p> <ul style="list-style-type: none"> <li>• 3 working days per month for the months of May to October</li> <li>• 2 working days per month for the months of November to April</li> </ul> <p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent in writing. The submission shall be made within five calendar days of the resumption of work.</p> <p>The Employer's Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole.</p> <p>The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.</p>
5.12.2.4	In the event of any disruption which is entirely beyond the Contractor's control, the only compensation will be under the rates tendered for under items 1.2.8 through to 1.2.11.
5.12.3	Delete the entire subclause 5.12.3.
5.12.5	<p><b><u>Add the following</u></b> to Clause 5.12</p> <p>5.12.5 Critical Path Provision</p> <p>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</p>
5.13.1	<b>The penalty for failing to complete the Works is R500 per day.</b>
5.14.1	The requirements for Practical Completion are that the Works reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.
5.14.2	<p>Issue of Certificate of Practical Completion.</p> <p>Replace "the Employer's Agent" in the second line with the following:</p> <p>" , the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"</p>
5.14.4	<p>Add the following to Clause 5.14.4:</p> <p>"The work listed in terms of Clause 5.14.2 shall however be completed within 21 days from the date of issue of the Certificate of Practical Completion.</p> <p>Should the Contractor fail to complete all the work so listed within the stated period of 21 days, the date of issue of the Certificate of Practical Completion shall be amended and extended in respect of the outstanding work by the amount of additional time taken by the Contractor to complete all such work."</p>
5.14.5.5	Delete the contents of Clause 5.14.5.5 and replace with:

Clause	Description / Wording
	"Insurance of the Works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data".
5.16.3	The latent defect period is 12 Months.
6.2.1	<p>Replace the wording "as selected" in Clause 6.2.1 with "as stated".</p> <p>The security to be provided by the Contractor shall be:</p> <ul style="list-style-type: none"> <li>• a Performance Guarantee of <b>ten per cent (10%)</b> of the Contract Sum, plus</li> <li>• Retention Money amounting to <b>five per cent (5%)</b> of the Contract Price.</li> </ul> <p>Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3.</p> <p>The Performance Guarantee shall be from an approved Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Performance Guarantee. A Retention Money Guarantee is permitted.</p> <p>The wording of the Performance Guarantee shall be identical to the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data</p> <p>The time to deliver the Performance Guarantee is within fourteen (14) days after the Commencement Date.</p>
6.2.2	<p>Replace the entire contents of Clause 6.2.2 with the following:</p> <p>"If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the Performance Guarantee shall differ from the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2."</p>
6.2.3	<p>Replace the entire contents of Clause 6.2.3 with the following:</p> <p>"The Contractor shall ensure that the Performance Guarantee remains valid and enforceable until the issue of the Certificate of Completion."</p>
6.5.1.2.3	The percentage allowance shall be seven percent (7%).
6.8.2	Contract Price adjustment will not be applicable to this contract.
6.8.3	Price adjustments for variations in the costs of special materials are <b>not</b> allowed.
6.10.1	In subclause 6.10.1 delete "monthly".
6.10.1.5	The percentage advance on materials on site not yet built into the Permanent Works is 80%.
6.10.1.9	<p><u>Add the following new clause:</u></p> <p>"The Contractor is required to submit completed, accurate and signed monthly Expanded Public Works Programme (EPWP) reports, attached to this tender document as Appendix B, together with all monthly payment certificates. Payment to the Contractor will not be processed until the EPWP reporting for a specific month is provided. In addition, a penalty for late submission of R1500.00 per day will be applicable for every day after the 5<sup>th</sup> working day of the subsequent month to the reporting month."</p>
6.10.3	<p>Replace the entire contents of Clause 6.10.3 with the following:</p> <p>"Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the "retention money"), being the</p>

Clause	Description / Wording
	percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the "Limit of retention money" stated in the Contract Data." The percentage retention shall be ten per cent (10%) and the "Limit of retention money" shall be five per cent (5%) of the Contract Price, excluding Value Added Tax.
6.10.4	<b>Replace</b> the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days: and "within 30 days".
6.10.6.2	<b>Replace</b> the contents of Clause 6.10.6.2 with the following: "No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract."
6.11.1	Delete this clause.
7.8	The Defects Liability Period shall be twelve (12) months, measured from the date of Certificate of Completion.
7.2.1	Add the following at the end of Clause 7.2.1: "Unless otherwise directed in writing by the Employers Agent, all materials for the Permanent Works shall be new and unused."
7.8.1	In subclause 7.8.1 delete the following: "(fair wear and tear excepted)"
7.8.2.2	In sub-subclause 7.8.2.2 add the following: ", subject to such work being done on a written instruction by the Employer's Agent."
8.6 8.6.1	<b><u>Delete Clause 8.6. and replace with the following:</u></b>  Notwithstanding the provisions contained in the General Conditions of Contract regarding insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Contractor shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period, including initial transit to the Contract site ⇒ Contract Works Insurance (including SASRIA Insurance) and ⇒ Public Liability (Third Party) Insurance  both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contract.  The Policy will be subject to the normal Terms, Exceptions and Conditions applicable to such insurance and will provide the following cover:  <b><u>Section 1 – The Contract Works</u></b>  (a) The Contract Works to be undertaken in terms of the Insured Contract, including all temporary works erected or in the course of erection and all materials for incorporation therein.

Clause	Description / Wording
	<p>“Temporary Works” shall mean all constructional aids, equipment or structures (not being part of the permanent works) used or intended for use on the Insured Contract and which</p> <ul style="list-style-type: none"> <li>(i) do not comprise mobile plant,</li> <li>(ii) the Insured does not intend to remove from the Contract Site on completion of the Contract, and/or</li> <li>(iii) have no residual value at the completion of the Contract (other than scrap value) solely due to their specialized nature,</li> </ul> <p>to the extent that the value has been included in the Contract price.</p> <p>(b) Surrounding property (as defined in the Policy) not included in nor forming part of the property insured under Item 1 above.</p> <p><b><u>Section 2 – Contract Liability</u></b></p> <p>Indemnity against the insured party’s legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract.</p> <p><b>THE SUMS INSURED/LIMIT OF LIABILITY</b></p> <p><b>Section 1 – CONTRACT WORKS</b></p> <p>(a) Property insured under Section 1(a) The Contract Works</p> <p>The Agreed and Accepted Contract Value (subject to a maximum of R100M) in respect of any one Contract plus a maximum of 25% escalation, unless the Insurers’ agreement to amend these limits is obtained in writing.</p> <p>(b) Property insured under Section 1(b) Surrounding Property R2,500,000 each and every loss</p> <p><b>SECTION 2 - CONTRACT LIABILITY</b></p> <p>Limit of Indemnity R10 000 000 (Ten Million Rand) for any one occurrence or series of occurrences arising out of one event.</p> <p style="text-align: center;"><b>(1)</b></p> <p><b>EXCLUDED CONTRACTS</b></p> <p>The following Contracts are specifically excluded from the “blanket” cover arranged by the Employer, and insurance cover will not be arranged by the Employer. The Employer shall arrange with the Insurer for specific insurance cover for these contracts, and shall confirm such arrangement and all specific Terms &amp; Conditions of such policy with the Contractor in writing.</p> <ul style="list-style-type: none"> <li>1. Any Contract with a Contract Price at award of over R100,000,000</li> <li>2. Any Contract with a construction period at award exceeding 24 months</li> <li>3. Any Contract with a Maintenance or Defects Liability Period exceeding 12 months</li> <li>4. Any Contract involving <ul style="list-style-type: none"> <li>4.1 Underground Mine or Colliery Working’</li> <li>4.2 Tunnelling</li> </ul> </li> </ul>

Clause	Description / Wording																																										
	<div>4.3 Foul Berthing</div> <div>4.4 Stevedoring Work</div> <div>4.5 “Wet” work at or about or connected with dams, docks, harbours, piers, breakwaters or otherwise involving construction in water</div> <div>THE DEDUCTIBLES</div> <div>The first amount payable by the Insured in respect of each and every occurrence giving rise to a claim under the Policy shall be as follows:</div> <div>(A) STANDARD BUILDING CONTRACTS</div> <table><tr><th rowspan="2"></th><th rowspan="2">Description</th><th colspan="2">Existing</th><th colspan="2">Renewal</th></tr><tr><th>Gross rate</th><th>Excess</th><th>Gross rate</th><th>Excess</th></tr><tr><td>A1</td><td>Contract Value up to R10M</td><td>0.205%</td><td>R 10,000</td><td>0.205%</td><td>R 10,000</td></tr><tr><td>2</td><td>Contract Value above R10M up to R25M</td><td>0.255%</td><td>R15,000</td><td>0.255%</td><td>R15,000</td></tr><tr><td>3</td><td>Contract Value above R25M</td><td>0.255%</td><td>R25,000</td><td>0.255%</td><td>R25,000</td></tr></table> <div>(C) LIABILITY RISKS</div> <div>Liability limit: R10,000,000</div> <table><tr><th rowspan="2">Description</th><th colspan="2">Existing</th><th colspan="2">Renewal</th></tr><tr><th>Gross rate</th><th>Excess</th><th>Gross rate</th><th>Excess</th></tr><tr><td>All Contracts</td><td>0.10%</td><td><div>R25,000 in respect of loss or damage caused by Fire and damage to Underground Services.</div><div>R20,000 in respect of all other losses.</div></td><td>0.15%</td><td><div>R25,000 in respect of loss or damage caused by Fire and damage to Underground Services.</div><div>R10,000 in respect of all other losses.</div></td></tr></table> <div>(D) SASRIA</div> <div>Rate : 1.00%</div>		Description	Existing		Renewal		Gross rate	Excess	Gross rate	Excess	A1	Contract Value up to R10M	0.205%	R 10,000	0.205%	R 10,000	2	Contract Value above R10M up to R25M	0.255%	R15,000	0.255%	R15,000	3	Contract Value above R25M	0.255%	R25,000	0.255%	R25,000	Description	Existing		Renewal		Gross rate	Excess	Gross rate	Excess	All Contracts	0.10%	<div>R25,000 in respect of loss or damage caused by Fire and damage to Underground Services.</div> <div>R20,000 in respect of all other losses.</div>	0.15%	<div>R25,000 in respect of loss or damage caused by Fire and damage to Underground Services.</div> <div>R10,000 in respect of all other losses.</div>
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8.6.2	The Contractor will pay all premiums in connection with the insurance affected by the Contractor.																																										



Clause	Description / Wording
8.6.3	<p>In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Contractor, the Contractor or sub-Contractor shall</p> <ul style="list-style-type: none"> <li>(a) in addition to any statutory requirement or other requirements contained in the Conditions of Contract, immediately notify the Employer's Insurance Brokers by telephone or in writing giving the circumstances, nature and an estimate of the loss or damage;</li> <li>(b) complete a Claims Advice Form available from the Insurance Brokers to whom the form shall be returned without delay – a copy shall be sent to the Employer's Agent;</li> <li>(c) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers, subject to the settlement being approved by the Employer.</li> </ul> <p>The Employer and Insurers shall have the right to make all and any enquiries, either on the site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall give full facilities for carrying out such enquiries.</p>
8.6.4	<p>Any amount which becomes payable as a result of a claim by the Contractor under the insurance effected by the Contractor shall be paid net of the deductibles to the Employer, who shall pay the said amount to the Contractor upon rectification, repair or reinstatement of the loss or damage, but this provision shall not in any way affect the Contractor's obligations, liabilities and responsibilities in terms of the Contract.</p>
8.6.5	<p>Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer.</p>
8.6.6	<p>The Contractor and/or Sub-Contractor shall provide, as a minimum, the following:</p> <ul style="list-style-type: none"> <li>(a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended</li> <li>(b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident;</li> <li>(c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things;</li> <li>(d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million;</li> <li>(e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</li> <li>(f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</li> </ul>
8.6.7	<p>These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.</p>

Clause	Description / Wording
8.6.8	The Contractor may affect, at his own cost, any insurance additional to that affected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.
8.6.9	The insurances to be provided by the Contractor and Sub-Contractor shall be affected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums.
8.6.10	If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.
8.6.11	<p>Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall</p> <ul style="list-style-type: none"> <li>(a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and</li> <li>(b) Ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable.</li> </ul> <p>The Contractor warrants that he shall give all notices and shall observe all the Terms and Conditions and requirements of all insurances applicable to this Contract.</p>
9.1.4	<p>Replace the contents of Clause 9.1.4 with the following:</p> <p>“Up to the time of termination of the Contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the Contract and the Contractor is precluded from exercising his right to terminate the Contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor:</p> <ul style="list-style-type: none"> <li>a) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer’s Agent, and</li> <li>b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer’s Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities</li> </ul> <p>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer’s Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.</p> <p>No payment will be made in terms of this Clause after the expiry of the Due Completion Date.</p>
10.3.2	Dispute resolution shall be by amicable settlement.
10.5.1	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.

Clause	Description / Wording
10.11	<p>Add the following additional clause:</p> <p><b>“Details to be confidential</b></p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer’s Agent.”</p>
10.16	<p>Add the following new clause:</p> <p><b>“Expanded Public Works Programme (EPWP) reports</b></p> <p>The Contractor is required to submit completed, accurate and signed monthly Expanded Public Works Programme (EPWP) reports, attached to this tender document as Annexure B, together with all monthly payment certificates. Payment to the Contractor will not be certified until the EPWP reporting for a specific month is provided.</p>

## PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description / Wording
1.1.1.9	<p>The Contractor is:</p> <p>.....</p> <p>.....</p>
1.2.1.2	<p>The Contractor's address for receipt of communications and notices is:</p> <p><b>Address (Postal):</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p><b>Address (Physical):</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone Number (Work): .....</p> <p>Telephone Number (After Hours): .....</p> <p>Facsimile Number: .....</p> <p>Electronic Mail Address (E-mail): .....</p>

## C1.3: FORM OF GUARANTEE

### PRO FORMA PERFORMANCE GUARANTEE

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Employers Agent" means: .....

"Works" means: .....

"Site" means: .....

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

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

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

Amount in words: .....

"Expiry Date": This Performance Guarantee shall remain in full force and effect **until the issue of the Certificate of Completion of the Works** in terms of the Contract. (Refer Clause 2 hereunder).

#### CONTRACT DETAILS

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

#### PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the date of issue by the Employers Agent of the **Certificate of Completion of the Works** or the date of payment in full of the Guaranteed Sum, whichever occurs first unless the Guarantor is advised in writing by the Employer of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated. The Employers Agent and / or the Employer shall inform the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employers Agent in an Interim or Final Payment Certificate has not been made in term of the Contract and failing such payment within (7) seven calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and / or the provisional / final sequestration and / or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the **Final Payment Certificate** submit an **expense account** to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear zero percent (0%) interest.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

#### C1.4: HEALTH AND SAFETY AGREEMENT

#### ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT (1993)

BETWEEN

**THE KOUGA LOCAL MUNICIPALITY**  
(Hereinafter referred to as the "EMPLOYER")

AND

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

Herein represented by ..... in his/her capacity as ....., duly authorised by virtue of a resolution dated ....., attached hereto as Annexure A, of the said  
(Herein after referred to as the "CONTRACTOR")

**WHEREAS** the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of:

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

Contract number: .....

**AND WHEREAS** section 37 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

**AND WHEREAS** the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

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

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.



- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs (a) and (b) above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

Signature(s) of authorised agents:

.....

Name(s) (in block letters):

.....

Capacity of authorized agents:

.....

**for and on behalf of the Contractor:**

.....

.....

.....

(Name and address of organization)

Witness:

.....

(Full name in block letters as well as signature)

.....

(Signature)

Date: .....

**for and on behalf of the Employer:**

Signature of authorized agent: .....

Name of authorized agent: .....

Capacity of authorized agent: .....

for the **Employer:**

**KOUGA LOCAL MUNICIPALITY  
P O Box 21  
Jeffreys Bay  
6330**

Witness:

.....  
(Full name in block letters as well as signature)

.....  
(Signature)

Date: .....

# CONTRACT

## PART 2 (OF 4): PRICING DATA

**C2.1**            **Pricing Instructions**

**C2.2**            **Bill of Quantities**

## C2.1: PRICING INSTRUCTIONS

### C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

- C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardized Specifications for Civil Employers Agenting Construction is applicable, subject to the variations and amendments contained in the section “Applicable SABS 1200 Standardized Specifications”.
- C2.1.1.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardized Specifications. Clause 8 of each Standardized Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardized Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardized or Scope of Work, as applicable, shall prevail.
- C2.1.1.3 The reference clauses in a specification in which further information regarding the bill item can be obtained appear under the “Reference Clause” or “Payment Refers” column in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of schedule/billed items. Further information and set specifications may be found elsewhere in the contract documents. Standardized Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.4 Work reserved for Labour Intensive construction methods will be numbered with a prefix “LI” in the Bill to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the Scope of Work.
- C2.1.1.5 Unless otherwise stated, items are measured nett in accordance with the Drawings, and no allowance is made for waste. The Bill has to be completed in black non-erasable ink and the tenderer is referred to the Conditions of Tender as well as the Tender Data with regard to the correction of errors.
- C2.1.1.6 The quantities set out in the Bill of Quantities are the estimated quantities of the work. The tenderers attention is directed to Clause 6.7 of the Conditions of Contract and the Contractor will be required to determine the actual and final quantities of the Works to be executed and the Contractor shall undertake whatever quantities may be directed by the Employers Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.7 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.8 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price / rate is entered will be considered to be covered by the other prices or rates in the Bill.

- C2.1.1.9 Except where rates only are required, the tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page of the Bill of Quantities, for the addition of VAT.
- C2.1.1.11 Arithmetical errors of responsive tenders shall be corrected in the manner specified under the Conditions of Tender as well as the Tender Data. **(Refer also CIDB Practice Note No. 2 dated February 2008)**
- C2.1.1.12 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:
- |  |                            |
|--|----------------------------|
| mm = Millimetre                            | h = hour                   |
| m = Metre                                  | kg = kilogram              |
| km = kilometre                             | t = ton (1 000kg)          |
| m <sup>2</sup> = square metre              | No = Number                |
| m <sup>2</sup> .pass = square metre-pass   | Sum = Lump Sum             |
| ha = hectare                               | MN = MegaNewton            |
| m <sup>3</sup> = cubic metre               | MN.m = MegaNewton-metre    |
| m <sup>3</sup> .km = cubic metre-kilometre | PC Sum = Prime Cost Sum    |
| ℓ = Litre                                  | Prov Sum = Provisional Sum |
| kℓ = kilolitre                             | Lab.month = Labourer.Month |
| MPa = Mega Pascal                          | % = per cent (percentage)  |
| Mℓ = Mega litre                            | kW = kilowatt              |
- C2.1.1.13 The quantities set out in the Bill are the estimated quantities of the Works but the Contractor will be required to undertake whatever quantities as may be directed by the Employers Agent from time to time. The Contract Price for the completed Contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.14 An item against which no price / rate is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Bill. Any work executed to which such a payment item applies, shall be measured under the appropriate items in the Priced Bill and valued at a rate of nil (R 0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

#### **NOTE: CORRECTION OF ENTRIES MADE BY TENDERER**

Any entry made by the tenderer in the Bill of Quantities, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

**C2.2: BILL OF QUANTITIES**

Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
<b>1</b>	<b>SANS 1200</b>	<b>Preliminary and General</b>				
<b>1.1</b>	1200 A	<b>Fixed Charge and Value Related Items</b>				
1.1.1	8.3.1	Contractors Requirements fixed (including guarantee and insurances)	Sum	1		
1.1.2	8.3.2.2	Contractors Establishment on site	Sum	1		
1.1.3	8.3.4	Health and Safety Obligations including H&S Plan	Sum	1		
1.1.4		Enviromental Obligations	Sum	1		
1.1.5		Deestablishment	Sum	1		
1.1.6		Provisional Sum for structural engineer's inspections for foundations, slab, masonry and roof.	Prov Sum	1	R20 000.00	R 20 000.00
1.1.7		Provisional Sum for Surveyor setting out and certificate	Prov Sum	1	R10 000.00	R 10 000.00
<b>1.2</b>	1200 A	<b>Time Related Items</b>				
1.2.1		Contractors Requirements	Month	4		
1.2.2		Contractors Establishment on site	Month	4		
1.2.3		Health and Safety Obligations including signage	Month	4		
1.2.4		Enviromental Obligations	Month	4		
1.2.5		Supervision for the duration of the Contract	Month	4		
1.2.6		Company and Head Office Overheads	Month	4		
1.2.7		Community Liason Officer	Prov Sum	1	R10 000.00	R 10 000.00
<b>2</b>		<b>SECTION 2 — EARTHWORKS</b>				
2.1		Excavate for strip foundations (soft material)	m³	16		
2.2		Cart away surplus excavated material	m³	12		
2.3		Backfill, compact to 93% Mod AASHTO	m³	8		
2.4		Hardcore / G5 filling under slab (if required)	m³	45		
<b>3</b>		<b>SECTION 3 — CONCRETE WORKS</b>				
3.1		20 MPa concrete footings	m³	6		
3.2		Reinforcement (Y12, Y10, R10) incl. cutting/bending/placing	kg	180		
3.3		Surface bed (100–120 mm) 20 MPa concrete	m³	11		
3.4		Mesh reinforcement (A142 or A193)	m²	113		
3.5		DPC under walls (375 µm)	m	32		
<b>4</b>		<b>SECTION 4 — MASONRY</b>				
4.1		110 mm external face brickwalling – incl brickforce, ties, DPC, mortar	m²	81		
4.2		110 mm internal common brickwalling – incl brickforce & mortar	m²	79		
<b>TOTAL CARRIED FORWARD TO NEXT PAGE</b>						

Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
		<b>TOTAL CARRIED FROM PREVIOUS PAGE</b>				
4.3		Lintels (precast)	m	9.2		
4.4		Face-brick pointing — external	m²	80		
4.5		Plastering internal walls (12–15 mm)	m²	79		
<b>5</b>		<b>SECTION 5 — ROOF STRUCTURE &amp; COVERINGS</b>				
<b>5.1</b>		Roof trusses, underlay, battens, concrete tiles, ridges, flashings (nominated sub)	Prov Sum	1	R105 000.00	R 105 000.00
5.2		Contractor's attendance on roof subcontractor	Sum	1		
<b>6</b>		<b>SECTION 6 — CARPENTRY &amp; JOINERY</b>				
6.1		Skirting (pine or saligna)	m	32		
6.2		Door frames (timber or steel)	No.	1		
<b>7</b>		<b>SECTION 7 — CEILINGS &amp; FINISHES</b>				
7.1		Rhinoboard ceiling with brandering	m²	113		
7.2		Cornices	m	32		
7.3		Floor tiles incl. adhesive & grout	m²	158		
7.4		Screed to falls (if no tiles)	m²	158		
<b>8</b>		<b>SECTION 8 — PAINTING</b>				
8.1		Prepare & paint internal walls	m²	79		
8.2		Prepare & paint ceilings	m²	158		
8.3		Prepare & varnish/paint wood skirting	m	51		
<b>9</b>		<b>SECTION 9 — ELECTRICAL &amp; ICT</b>				
9.1		Electrical conduits cast into walls/slabs	m	50		
9.2		Draw boxes & junctions	No.	4		
9.3		Fibre sleeves to comms cabinet	m	30		
9.4		Sleeves through walls (50 mm PVC)	No.	30		
<b>10</b>		<b>SECTION 10 — PLUMBING / DRAINAGE</b>				
10.1		PVC Gutters	m	20		
10.2		External PVC downpipes	No.	2		
<b>11</b>		<b>SECTION 11 — DEMOLISHING</b>				
11.1		Demolish existing 270 mm cavity wall, clean & cart away spoil	m²	28		
11.2		Apply suitable repair mortar to demolished wall joint	m²	3		
					<b>SUB TOTAL</b>	
					<b>ADD 15% VALUE ADDED TAX</b>	
					<b>AMOUNT CARRIED TO FORM OF OFFER AND ACCEPTANCE</b>	



Notes:

1. Contract Price is not subject to Contract Price Adjustment (Clause 6.8.2 of the Conditions of Contract).
2. The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

# CONTRACT

## PART 3 (OF 4): SCOPE OF WORK

- C3.1**      **Description of the Works**
- C3.2**      **Engineering**
- C3.3**      **Procurement**
- C3.4**      **Construction**
- C3.5**      **Management**
- C3.6**      **Health and Safety Specifications**

## C3.1: DESCRIPTION OF THE WORKS

### **STATUS**

In the event of any discrepancy between the Scope of Work and any part of the SABS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Scope of Work shall take precedence and prevail in the Contract.

#### **C3.1.1 EMPLOYER'S OBJECTIVES**

The objective of the Employer (Kouga Local Municipality) is to construct a building extension to the Incident Control Centre (ICC) building in Humansdorp.

#### **C3.1.2 OVERVIEW OF THE WORKS**

The Works comprise the **construction of a building extension** to the existing **Kouga Municipality Emergency Control Centre (Fire & Disaster Management)** located in Humansdorp, Eastern Cape. The extension includes **foundations, concrete slab, superstructure brickwork, roof structure and coverings, internal fit-out and associated finishes** as shown on the approved architectural drawings. The completed extension will form part of the operational emergency-response building used by fire brigade and disaster-management personnel.

#### **C3.1.3 EXTENT OF THE WORKS**

##### **C3.1.3.1 Preliminary and General**

- Establishment on site, insurances, compliance with OHS Act.
- Provision of supervision, security, site facilities, and project programme.
- Allow for all statutory requirements and setting-out.

##### **C3.1.3.2 Stage One – Slab Level Works**

1. **Professional Services**
  - Structural Engineer: slab and foundation design review and inspection.
  - Architect: management fees and compliance inspections.
  - Land Surveyor: setting-out and certification.
2. **Earthworks & Foundations**
  - Excavation, trenching and preparation of founding surfaces.
  - Importing and placing of G5/G7 material if required (provisional).
  - Mass concrete, brickforce, DPC and damp control as per detail.
3. **Ground Floor Slab**
  - 19 MPa Ready-Mix Concrete: 2 × 10 m<sup>3</sup> cube pours.
  - Reinforcement, mesh, edge formwork and surface finishing.
4. **Masonry up to Slab Level**
  - Common bricks, face bricks matching the existing façade.
  - Building sand, cement and mortar.
5. **Labour & Plant**
  - All labour, equipment and waste disposal.

##### **C3.1.3.3 Stage Two – Superstructure**

1. **Structural Engineer Inspection**
  - Verification of brickwork, lintels, and structural elements.
2. **Brickwork**
  - 110mm common bricks inner wall
  - 110mm face brick outer wall to match existing façade.
  - Brick force, roof wire and butterfly ties.
3. **Cement, mortar, plastering**
  - Cement bags and building sand as quantified.
4. **Openings & Lintels**
  - Supply and installation of steel or precast lintels as per drawings.

#### 5. Internal Works (Provisional)

- Minor plaster patching and making good junctions with existing building.

#### 6. Labour & Plant

- As necessary to complete superstructure.

#### C3.1.3.4 Roof Structure and Coverings

(Executed by **nominated/selected specialist subcontractor**)

- Supply and installation of **timber roof trusses** as per engineer's design.
- Supply and installation of **underlay, battens**, and accessories.
- Supply and installation of **concrete roof tiles** to match existing roof.
- Flashings, ridges, valleys, waterproofing and finishing.

#### C3.1.3.5 Finishes & Miscellaneous

(Only insofar as required to make the extension functional and sealed)

- Making good to existing walls where penetrations occur.
- Minor internal plaster repairs.

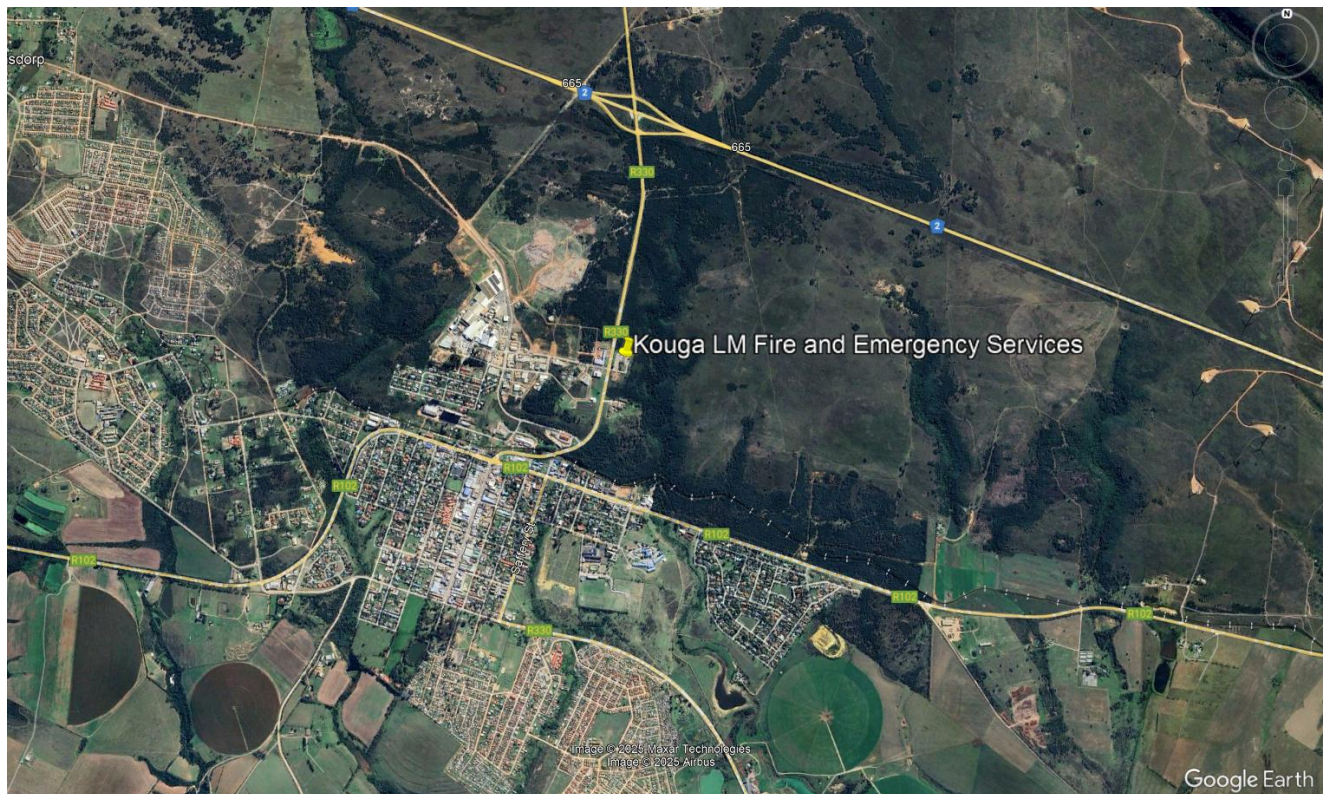
Any items specifically indicated in drawings.

#### C3.1.3.6 Completion

- Removal of rubble.
- Final cleaning.
- As-built documentation.
- Engineer/Architect practical completion certification.

### C3.1.4 LOCATION OF THE WORKS

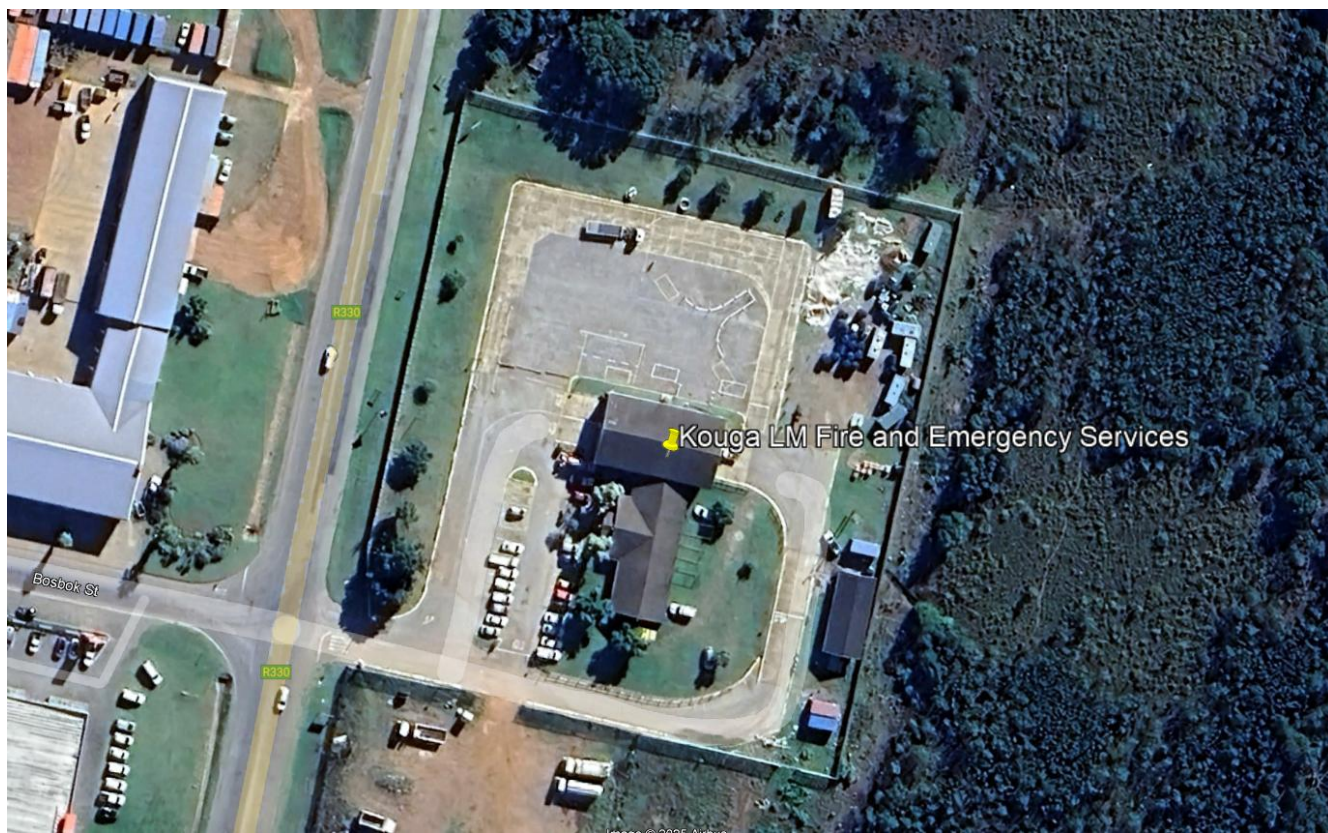
The area of works is situated in the town of Humansdorp in the Eastern Cape Province. The co-ordinates are 34°01' 13.86" S and 24°46' 47.00" E. The location of the site is indicated on the locality plan shown below.





#### **C3.1.4.1 SITE INFORMATION**

The below image shows the positioning of the Kouga LM Fire and Emergency Services ICC in more detail.



**DESIGN SERVICES AND ACTIVITY MATRIX****Works designed by, per design stage:**

Concept, feasibility and overall process	Employer's Agent
Basic engineering and detail layout to tender stage	Employer's Agent
Final design to approved for construction stage	Employer's Agent
Temporary works	Contractor
Preparation of as-built drawings & GIS information	Contractor/Employer's Agent

**DRAWINGS**

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works and dimensions shall not be scaled from the Drawings, unless required by the Employers.

The Employer will, on the request of the Contractor, and in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate As-Built records are kept of all infrastructure installed or relocated during the contract and where necessary, levels shall also be provided.

A marked-up set of Drawings shall be kept and updated by the Contractor on a day-to-day basis. This information shall be supplied to the Employers Representative as and when needed.

All information in possession of the Contractor where required by the Employer and/or the Employers Representative to complete the As Built/Record Drawings, must be submitted to the Employers Representative before the Certificate of Completion may be issued.

**DESIGN PROCEDURES**

The Contractor is responsible for the design of all the Temporary Works/Workshop Drawings required for the construction and execution of the Permanent Works. This includes all health and safety measures as well as temporary support systems, until the completion of the Contract.

As guidance to the Contractor, the following Temporary Works that may be required during construction and execution of the Permanent Works are:

1. Fall protection and safety when working at heights
2. Record keeping and recording of As Built data for the Employer.

The above description is not necessarily complete and shall not limit the work to be carried out.

### **C3.3: PROCUREMENT**

#### **C3.3.1.1 Requirements**

Refer to Clauses 5.11.1, 5.11.7 and 5.11.8 of the Tender Data and Form 1G: Form MBD 6: Preference Points Claim form in terms of the Preferential Procurement Regulations 2011 (80/20 version) of the Tender Data.

#### **C3.3.1.2 Resources Standards pertaining to targeted procurement**

Tenders will be evaluated in terms of the Employer's Procurement Points system. The criteria for allocation of procurement points are stated in Clauses 5.11.7 and 5.11.8 of the Tender Data.

#### **C3.3.2 SUBCONTRACTING**

##### **C3.3.2.1 Scope of mandatory subcontract works**

The Contractor shall note that the Employer is committed to local Emerging Enterprise development and this forms part of this.

The sub-contracting of work is required for all CIDB-related projects in the following ranges:

- a) R 5M >, but < R 10M requires Bidder to sub-contract 10% of the value of the project
- b) R 10M >, but < R 15M requires Bidder to sub-contract 15% of the value of the project
- c) R 15M >, but < R 20M requires Bidder to sub-contract 20% of the value of the project
- d) R 20M >, but < R 25M requires Bidder to sub-contract 25% of the value of the project
- e) R 25M > requires Bidder to sub-contract 30% of the value of the project

Please note all pothole repairs to be done by SMMEs – non – negotiable.

The sub-contracting value will be based on the estimated value of the project either determined by the director or project manager. Where the successful bidder's price falls within any other range, the sub-contracting range included in the Bid Document will be applied.

The municipality may include sub-contracting for any other none CIDB related project as may be requested by the Director of the Department to promote local development.

Community Based Suppliers or service providers/ward-based suppliers or service providers must be considered for subcontracting by the main contractor. The first preference for subcontracting must be given to community or ward-based suppliers of that particular ward where the project is taking place. If the required skill or expertise is not available from the ward / area where the project is taking place, the main contractor is permitted to accept service provers or suppliers within the KLM jurisdiction. Those service provider or suppliers would then contract directly with the main contractor.

It is the Employer's intention for the Contractor to enter in a subcontract with a local Emerging Enterprise/s, where the applicable percentage derived from the above-mentioned ranges of the work shall be subcontracted in accordance with the subcontracting procedures referred to in this scope of work who are registered with the CIDB with a Contractor Grading Designation of 1-3 in an appropriate class of construction work.

##### **C3.3.2.2 Preferred subcontractors / suppliers**

Local Emerging Enterprises registered on the Kouga Local Municipality Database and/or nominated by the municipality.

##### **C3.3.2.3 Subcontracting procedures**

All matters pertaining to subcontractors and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

Subcontractors shall comply in full to all aspects of the Contract.

The Employer's Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

Subcontractors shall comply in full, to all aspects of the Contract.

#### **C3.3.2.4 Attendance on subcontractors**

The Contractor shall guide, assist, advise and mentor the local EE subcontractor/s and guidance on how to establish and determine rates.

The Contractor shall be responsible for ensuring that the prospective local EE subcontractor/s fully comprehend the:

1. Implications of the liabilities and responsibilities inherent in the contract into which the tenderer entered.
2. Implications of the tendered rates.
3. Scope and extent of the Works.
4. Proper procedures for the submission of a tender.
5. Procedures and basis on which tenders will be evaluated and awarded.

The Contractor shall closely manage, mentor, supervise, guide and assist the EE in all aspects of management, planning, execution and the completion of work.

The above shall include inter alia, but is not limited to, the following:

1. Planning and programming of the Works.
2. The sourcing, ordering, purchasing, hiring all the necessary Construction Equipment, Materials, tools and accidentals necessary and required for the successful execution and completion of the Permanent as well as the Temporary Works.
3. Labour relations and employment.
4. Monthly measurements, costing and invoicing.
5. General safety, occupational health and safety matters.
6. Functions of civil engineering infrastructure, structures, services and systems.
7. Interpreting and understanding the contract.
8. Construction and maintenance methods and procedures.
9. Communication.
10. Cash-flow control, submitting invoices and payment certificates.
11. Planning, programming, scheduling, critical path control and acceleration.
12. Maintenance planning.
13. Material procurement and control.
14. Risk limitation and management.
15. Quality assurance and procedures.
16. Compliances with all applicable laws, regulations, statutory provisions and agreements.
17. General Conditions of Contract and Contract Data.
18. Contractual claims, if situations arise that entitle a contractor to claims in terms of the Conditions of Contract.
19. Profit and loss.
20. Replacement and running costs of Construction Equipment.

The extent and level of management, mentorship, supervision, guidance and assistance to be provided by the Contractor shall be in commensuration with the expertise of the relevant EE and should be so directed as to enable the EE to achieve the successful execution and completion of the respective works.



### **C3.3.3            SANCTIONS**

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal (CPG) outcomes was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times \frac{(D-D_o)}{(100)} \times N_a$$

Where            D                            =                            tendered Contractor participation goal percentage.

                    D<sub>o</sub>                            =                            the Contract Participation Goal, which the Employer's Representative based on the credits passed, certifies as being achieved upon completion of the contract.

                    N<sub>a</sub>                            =                            Net Amount of the Tender

                    P                            =                            Rand value of penalty payable.

The penalties will be calculated with each certificate, based on the information provided under the monitoring indicated in clause C3.3.4 below.

### **C3.3.4            MONITORING / REPORTING**

The reporting requirements below will be adhered to.

CPG attainment will be monitored on a monthly basis, and for this the Contractor will supply the relevant information at a time set by the Employer's Agent.

C3.3.4.1 The Contractor shall submit all the documentation required in terms of details of his plan to achieve CPG, compliance with the contract and C3.3.4.2 timeously and, together with his programme of activities, a schedule which indicates clearly the expected commencement and completion dates of work and services to be performed by all the targeted enterprises engaged on the contract for the purpose of securing credits towards the contract participation goal. This schedule shall be updated by the Contractor whenever a change in date occurs.

C3.3.4.2 The Contractor shall prepare and attach to his claim for payment, in a form approved by the Employer, the following:

a) a brief report which describes the commercially useful functions performed by the targeted enterprises in the performance of the contract, both over the interim period and on a cumulative basis;

b) a schedule reflecting the estimated total value of the contracts, the cumulative value of the contracts and the value of supplies provided or work and services performed (or both) over the period for which payment is claimed in respect of each and every targeted enterprise performing commercially useful functions;

C3.3.4.3            Should random inspections conducted by the Employer's Agent on targeted enterprise activities indicate that such enterprises are not performing in accordance with the requirements of this part, the Contractor shall provide, in addition to the requirements of C3.3.4.2, separate weekly resource returns and any other relevant information in respect of such targeted enterprises in a format approved by the Employer's Agent.

C3.3.4.4            The Employer's Agent shall certify the value of the credits counted towards the contract participation goal whenever a claim for payment is issued to the employer and shall notify the Contractor of this amount.

C3.3.4.5            The Contractor shall, upon completion of each individual targeted enterprise's contract, issue a completion certificate and certify the amount paid to such targeted enterprises. He shall submit the certificates, counter-certified by the relevant targeted enterprise, to the Employer's Agent for record-keeping purposes. The Contractor shall furnish reasons to the Employer whenever it is not possible to obtain such counter certification.

### **C3.3.5            CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED EEs**

#### **1.            Dispute Avoidance and Resolution Procedures**

The Contractor shall at all times

1. apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the EE subcontractor concerned.
2. closely monitor all EE subcontracts and issue reasonable warnings when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall give EEs reasonable opportunity to avoid or make good any such contravention.

When taking any disciplinary actions or imposing any penalties provided for in the subcontract, the Contractor shall explain fully that such actions are in accordance with the conditions of subcontract.

Should any dispute arise between the Contractor and an EE, such dispute shall be resolved in accordance with the provisions of the subcontract.

Should an EE subcontractor be terminated, the Contractor shall replace such subcontractor with a local EE subcontractor listed on the KLM database.

### **3. Quality of Work and Performance of EE subcontractors**

If, in the opinion of the Employer's Agent, an EE Subcontractor fails to comply with any of the criteria listed below, he/she shall issue a written warning to the Contractor stating all the areas of non-compliance.

1. Acceptable standard of work as set out in the subcontract specifications.
2. Progress in accordance with the time constraints in the subcontract.
3. Site safety.

The circumstances that may warrant the issue of a written warning are, however, not limited to those listed above. A copy of the letter of warning shall be forwarded to the Employer.

#### **C3.3.6 ISSUING OF COMPLETION CERTIFICATE**

The Contractor shall, within 7 days of the completion of each subcontract completed in accordance with the provisions of this specification, issue free of charge to the EE a Certificate of Completion co-signed by the Employer's Agent and a senior representative of the Contractor who has been duly authorised to do so.

#### **C3.3.7 MEASUREMENT AND PAYMENT**

The Contractor shall ensure that the Full-Time SMME Manager is available for this Contract and shall have a permanent residential address within the Kouga Local Municipality, for the duration of the Contract.

## **C3.4: CONSTRUCTION**

### **C3.4.1 WORKS SPECIFICATION**

#### **C3.4.1.1 Applicable SANS standards**

The applicable SABS 1200 Standardised Specifications for Civil Engineering Construction read in conjunction with the SABS 0120 Code of Practice for use with standardised specifications for Civil Engineering Construction and Contract Documents will apply until such time as the SANS standards for civil engineering are finalised.

#### **C3.4.1.2 Other standards**

Not applicable.

#### **C3.4.1.3 Applicable national and international standards**

For the purpose of this Contract the latest issues of the following Standardized Specifications for Civil Engineering Construction, applicable at the date of the tender advertisement shall apply:

SANS 1200 A	-	General
SANS 1200 C	-	Site Clearance
SANS 1200 D	-	Earthworks
SANS 1200 GA	-	Concrete (Small Works)

Notes to tenderer:

1. Should any variation and/or addition conflict with the requirements of the standardized specification, the variation or addition will prevail.
2. The term "project specifications" appearing in any of the SANS1200 standardised specifications must be replaced with the term "scope of work".
3. The General Conditions of Contract applicable to this contract are the "Conditions of Contract for Construction Works (3<sup>rd</sup> Edition) 2015" published by the South African Institute of Civil Engineering, together with the Special Conditions of Contract form part of the contract.
4. The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), and "Pricing Schedule" are synonymous.

The variations and additions to the specifications are listed in C3.4.11.

In addition, the following Particular Specifications for work not covered by the SABS 1200 Standardized Specifications are also bound in the Scope of Work.

#### **C3.4.1.4 Particular/Generic Specifications**

The particular and/or generic specifications listed below are applicable to this contract. These specifications are also bound into this document.

<b>PA</b>	<b>Environmental Management</b>
<b>PD</b>	<b>Health and Safety Specifications</b>

#### **C3.4.1.5 Certification by recognised bodies**

Not applicable

#### **C3.4.1.6 Agreement certificates**

Not applicable.

### **C3.4.2 PLANT AND MATERIALS**

#### **C3.4.2.1 Plant and materials supplied by the employer**

The Employer will not supply any plant or materials on this contract. The Contractor shall provide all plant and materials.

#### **C3.4.2.2 Materials, samples and shop drawings**

Materials or work, which does not conform to the approved samples submitted in terms of Clause 7.4 of the Conditions of Contract, will be rejected. The Employer's Agent reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such test conducted by or on behalf of the Employer's Agent, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Clause 7.1 of the Conditions of Contract, be for the Contractor's account.

### **C3.4.3 CONSTRUCTION EQUIPMENT**

#### **C3.4.3.1 Requirements for equipment**

All construction plant and equipment used on this contract shall be in good working order, well maintained, of adequate size and fit for purpose. No plant or equipment that leaks oil, fuel or hydraulic fluids may be used on site.

Any plant or equipment that, in the opinion of the Employer's Agent, is not of adequate size or fit for use shall be removed from the site and replaced with acceptable plant and equipment, all at the Contractor's cost.

#### **C3.4.3.2 Equipment provided by the Employer**

The Employer shall not supply any equipment.

### **C3.4.4 EXISTING SERVICES**

The Contractor shall familiarize himself with all existing services and liaise with all relevant authorities for the location and detection of existing services. The Contractor shall also use all necessary means to locate and expose services without damage to such services. The Contractor shall protect any services which are visible or can be reasonably expected to be in certain positions. If the Employer's Agent rules that the Contractor has negligently damaged services, the Contractor shall pay the amount certified by the Employer's Agent to the Employer. The Employer's Agent ruling shall be final.

If the Employer's Agent rules that the damage was not due to the Contractor's negligence, the Employer shall pay for the repair of the services so damaged. The responsibility shall remain with the Contractor to establish the position of existing services prior to commencing any excavation.

### **C3.4.5 SITE ESTABLISHMENT**

#### **C3.4.5.1 Location of site camp and materials storage area**

The Contractor shall establish his Site camp and materials storage area at a mutually acceptable location. Written confirmation of the owner's permission to occupy the chosen location shall also be issued to the Employer's Agent if it falls outside the bounds of the site.

The site of the camp must be kept clean and tidy, and on completion of the works the Contractor shall remove all temporary offices, sheds, etc. and shall reinstate the area to the Employer's Agent and/or the owner's satisfaction.

The Employer shall not provide any services to the site during construction.

The conditions of the EIA RoD will apply to Site Establishment as much as to any other aspect(s) of the Project. The Contractor shall adhere to the conditions as stipulated in the environmental management specification (PA).

#### **C3.4.5.2 Water Supply**

The Contractor shall make his own arrangements regarding the supply of water.

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld. The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Employer's Agent, produce proof of such compliance.

The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations. All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract.

The Contractor shall, whenever reasonably required by the Employer's Agent, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever or for the additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no separate or direct payment of any kind whatsoever will be made for any cost incurred to obtain, distribute, consume and use water or for the provision of a water supply point or for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

#### **C3.4.5.3 Power / Electricity Supply**

The Contractor shall make his own arrangements with the Electricity Department for a supply of electricity if required and shall pay establishment and consumption costs at the tariffs ruling at the time.

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations. No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

#### **C3.4.5.4 Sanitary facilities**

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of

all human excrement and similar matter generated on the Site during the course of the Contract, all to the satisfaction of the responsible health authorities in the area of the Site as well as the Employer's Agent.

All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site. The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

The Contractor shall further, as a minimum, supply and maintain chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site.

Under no circumstances will the Contractor's staff be allowed to use any other toilet facilities in and around the Site.

#### **C3.4.5.5 Accommodation of employees**

The Contractor shall make his own arrangements for the accommodation of his employees. Where field accommodation is required, the Contractor shall comply fully with the wishes of the various landowners, as in their agreement with the Employer, to the satisfaction of both land owner and Employer.

#### **C3.4.6 SITE USAGE**

Access to site shall be limited to the Contractor and his personnel. The Contractor shall be responsible to control unauthorized entry to the site and shall inform the Employer's Agent of any breach of such rules. The site shall be managed and used for its intended purpose. The Contractor is required to keep a visitors log, and ensure full compliance with site safety standards.

#### **C3.4.7 PERMITS AND WAY LEAVES**

The Employer's Agent is responsible for obtaining all necessary permits and way leaves from all relevant authorities.

#### **C3.4.8 FACILITIES PROVIDED BY THE CONTRACTOR**

##### **C3.4.8.1 Office for the Employer's Agent**

An office for the Engineer is required. The type of office required for the Engineer is specified in PSA 8.3.2.1. Site meetings will be held in the contractors site office.

##### **C3.4.8.2 Sanitary facilities**

No latrines are available and therefore the Contractor shall supply portable chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site. Under no circumstances will the Contractor's staff be allowed to use private or public toilet facilities.

The Contractor shall provide water and soap for his staff to be able to wash with at each site of the Works. The waste water shall be disposed of off-site.

##### **C3.4.8.3 Security on site**

The Contractor shall make provision for security on site against theft and robbery, as his sole responsibility. The cost for providing adequate security, as and when required, must be borne by the Contractor.

#### **C3.4.9 FEATURES REQUIRING SPECIAL ATTENTION**

##### **C3.4.9.1 Site maintenance**

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

#### **C3.4.9.2 Access to properties (where relevant)**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 8.1.1 of the Conditions of Contract.

Where applicable and if as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the above, the Contractor may, with the prior approval of the Employer's Agent (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

#### **C3.4.9.3 Monthly statements and payment certificates**

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Employer's Agent, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Employer's Agent payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Employer's Agent for the purposes of accurately reflecting the actual quantities and amounts which the Employer's Agent deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Employer's Agent within three (3) normal working days from the date on which the Employer's Agent communicated to the Contractor the adjustments required. The Contractor shall submit to the Employer's Agent five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Employer's Agent the requisite copies of the adjusted statement for the purposes of the Employer's Agent payment certificate will be added to the times allowed to the Employer's Agent in terms of Clause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

#### **C3.4.9.4 Notices, signs, barricades and advertisements**

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Employer's Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Employer's Agent shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

#### **C3.4.9.5 Workmanship and quality control**

The Employer, the Contractor and the Employer's Agent shall operate and maintain their own individual contract administration and quality assurance systems.

The Contractor shall implement his own Quality Assurance plan for executing the works for compliance with the aforementioned standards and specifications.

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

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

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Employer's Agent for examination and measurement, the Contractor shall furnish the Employer's Agent with the results of the relevant tests, mix designs, measurements and levels to demonstrate the achievement of compliance with the Specifications.

i. Contractor to engage services of an independent laboratory.

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Employer's Agent in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Employer's Agent or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Employer's Agent with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in subclause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

ii. Additional testing required by the Employer's Agent

In addition to the provisions of subclause C3.4.9.5 (i): Contractor to engage services of an independent laboratory, the Employer's Agent shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.4.9.5 (i), at such times and at such locations in the Works as the Employer's Agent shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Employer's Agent, and copies of the test results shall be promptly submitted to the Employer's Agent.

iii. Costs of testing

(a) Tests in terms of subclause C3.4.9.5 (i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.9.5 (i), above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.9.5 (i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Employer's Agent

The costs of any additional tests required by the Employer's Agent in terms of subclause C3.4.9.5 (i) Additional testing required by the Employer's Agent, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Employer's Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

### **C3.4.9.6 Public Safety**

The Contractor shall at all times ensure that his operations do not endanger any member of the public.



As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

#### **C3.4.9.7 Sand and Dust Control**

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

#### **C3.4.9.8 Employment of local labour**

It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Tenderer. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld.

#### **C3.4.10 EXTENSION OF TIME DUE TO ABNORMAL RAINFALL**

A claim for extension of time in respect of delays suffered by the Contractor in consequence of abnormal wet climatic conditions will be considered by the Employer's Agent in terms of Clause 5.12 of the Conditions of Contract and in accordance with provisions set out hereunder.

For the purposes of extension of time, a delay caused by abnormal wet climatic conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the Contractor's working programme as approved in terms of Clause 5.6 of the Conditions of Contract has been brought to a halt.

Unless it is customary to carry out the work, in respect of which a delay was suffered, by rotary shifts or by day and by night, only delays to critical path items experienced as a result of wet climatic conditions during normal working hours (as defined in Clause 5.8 of the Conditions of Contract) will be taken into account for extension of time. This will apply notwithstanding the fact that a delay may have occurred on a portion of the Works on the critical path due to wet climatic conditions, which work was being executed outside the said normal hours with the permission of the Employer's Agent, granted in terms of Clause 5.8 of the Conditions of Contract.

The Contractor shall make due allowance within his programme submitted in terms of Clause 5.6 of the Conditions of Contract, for the total delay to work items on the critical path resulting from normal wet climatic conditions. The specified allowances for this Contract are defined in Clauses 24-26 of the Contract Data.

Extension of time, if granted by the Employer's Agent, will be determined as the aggregate number of normal working hours for which all progress on the item or items on the critical path was brought to a halt as a result of wet climatic conditions, less the number of normal working days specified in Clause 5.12 of the Contract Data.

In determining the revised Due Completion Date of the Contract, the Employer's Agent shall add the equivalent number of normal working days delay determined in accordance with this Clause and all intervening normal non-working days to the prevailing Due Completion Date.

#### **C3.4.11 VARIATIONS AND ADDITIONS TO SABS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS**

The following variations and additions to the SABS 1200 Standardized Specifications referred to shall apply to this Contract (full specifications added below):

- PSA - GENERAL
- PSC - SITE CLEARANCE
- PSDB - EARTHWORKS (PIPE TRENCHES)

- ~~PSDM – ROADWORKS~~
- PSGA – CONCRETE (SMALL WORKS)
- ~~PSL – MEDIUM PRESSURE PIPELINES~~
- ~~PSLB – BEDDING (PIPES)~~
- ~~PSLK – VALVE INSTALLATIONS. (SPEC LK)~~
- ~~PSME – SUBBASE~~

The prefix “PS” indicates an amendment to SABS 1200. The prefix “PSA” indicates an amendment to SABS 1200 A, “PSDB” to SABS 1200 DB and so on. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SABS 1200 to which the variation or addition thereto applies.

An asterisk (\*) placed next to a PS Subclause number denotes the inclusion of an additional Subclause for which no equivalent appears in SABS 1200.

The term “project specifications” appearing in any of the SABS 1200 Standardized specifications must be replaced with the term “Scope of Work”.

Further to the above it should be noted that where in a specific Standardized Specification reference is made to a Subclause in another Standardized Specification, any amendment or addition to the Subclause referred to, as provided for in the Specification, shall apply. The aforementioned shall also apply with respect to Clauses referred to in a Particular Specification.

## PSA 8.1 MEASUREMENT

### PSA 8.1.1 Method of measurement, all sections of the Schedule

Delete the words "and South West Africa".

### PSA 8.1.2 Preliminary and General item or section

#### PSA 8.1.2.1 Contents

Replace the contents of item (c) with the following:

"The 'duration of construction' applicable to a time-related item shall be the tendered contract period for the total works assignment, plus as applicable, the Civil Engineering Industry Holiday (Dec / Jan) and all gazetted public holidays for the Civil Engineering Industry."

#### PSA 8.1.2.2 Tendered sums

Replace the contents of this Subclause with the following:

"Except only where specific provision is made in the Specifications and/or the Bill of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification; and
- head-office and site overheads and supervision; and
- profit and financing costs; and
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work; and
  - providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's

- establishment and reinstatement to not less than its original condition, and
- providing the facilities for the Employer's Agent and his staff as specified in the Contract and their removal from the site on completion of the Contract.
- Completion of monthly reporting/monitoring of Emerging Enterprise Subcontract."

## PSA 8.2 PAYMENT

### PSA 8.2.2 Time-related items

Replace the contents of Clause 8.2.2 with the following:

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

Should the Employer's Agent grant an extension of time for the completion of the total works, the Contractor will be entitled to an increase in the sums tendered for time-related items, which increase shall be in the same proportion to the original tendered sums, as the extension of time is to the duration of construction as defined in PSA 8.1.2.1. The Contractor shall however note that the aforementioned will not apply to extensions of time granted in terms of PSA 8.4.6.

Payment of such increased sums will be taken to be as full compensation for all additional preliminary and general costs, either time-related costs or fixed costs that result from the circumstances pertaining to the extension of time granted."

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a Variation Order:

$$\text{Sum of Tendered amounts for Time Related Items} \times \frac{\text{Extension of Time authorised by Variation Order}}{\text{Tender Contract period}}$$

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

The abovementioned adjustment of the payment for Time-Related Items shall be made in the completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula."

### PSA 8.3.1 & Contractual requirements 8.4.1

Add the following:

"The sum tendered shall cover all initial costs incurred in complying with the requirements of the Conditions of Contract and include for the cost of providing and maintaining the special risks insurance stipulated in the Conditions of Contract, if applicable."

### PSA 8.3.2.1 Facilities for Employer's Agent

Replace the contents of this Clause with the following:

)	Furnished Offices 1 x 20m2	Sum	
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b)	2 x Contract nameboards	No.	
c)	Board room to cater for 10 persons		Sum
d)	Electricity and lighting	Sum	
e)	Ablutions for exclusive use by the Engineer's staff		Sum
f)	Heating / cooling 1200 BTU split unit		Sum
g)	Furniture, fridge, printer/copier/scanner/fax		Sum
h)	Car Port	Sum	
i)	Survey equipment	Sum	

Furnishing to include 2 desks, 4 office swivel chairs, plan rack and 1 book shelf and 1 filing cabinet.  
The facilities provided shall comply with the applicable requirements of SABS 1200 AB and PSAB."

#### PSA 8.3.2.2 Facilities for Contractor

Notwithstanding the detail breakdown of items provided (items a to j), a single sum shall be tendered to cover all these items under the heading of "Facilities for Contractor".

#### PSA 8.4.1 Contractual requirements Unit: Sum

Add the following:

"The sum shall further cover all the time-related establishment costs and be the full compensation to the Contractor for:

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

Payment shall be made monthly in compliance with the method laid down in PSA 8.2.2.

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

The sum shall also include, where applicable, for the cost of providing and maintaining the special risks insurance stipulated in the Conditions of Contract."

#### PSA 8.4.2.1 Facilities for Employer's Agent

Replace the contents of this Clause with the following:

"(a)	Two Contract Nameboard	Unit: Sum
(b)	Survey labourers	Unit: Labourer Month

The facilities provided shall comply with the applicable requirements of SABS 1200 AB and PSAB.

Payment for the provision of survey labourers will be made pro-rata the period the labourers are provided."

#### PSA 8.4.2.2 Facilities for Contractor

Notwithstanding the detail breakdown of items provided (items a to j), a single sum shall be tendered to cover all these items under the heading of "Facilities for Contractor".

PSA 8.4.2.3 Replace the words "periods stated" in the second line of this Clause with the following:

"duration of construction as defined in PSA 8.1.2.1".

"PSA 8.4.6\* Compensation in terms of Subclause 5.12.2.4 and Clause 9.1.4 of the Conditions of Contract for delays incurred:

- |                  |  |                           |
|------------------|--|---------------------------|
| (a)              | Plant  | Unit: Sum per working day |
| (b)              | Labour   | Unit: Sum per working day |
| (c)              | Supervision                                    | Unit: Sum per working day |
| (d)              | Other services, facilities etc. not covered by |                           |
| (a), (b) and (c) | Unit: Sum per working day                      |                           |

The sum tendered for each item shall cover the full and final standing cost per day of delaying the specified resource or facility and no additional compensation shall apply, notwithstanding any provisions to the contrary in the contract documents, or in respect of any extension of time granted in relation to the circumstances described in Subclauses 5.12.2.4, 9.1.1 and 9.1.2 of the Conditions of Contract.

For the purposes of calculating the total delay, a working week shall be held to consist of five working days and a working day 9 hours.

Payment for the partial standing of any of the scheduled resources for a day or part thereof, or the standing of a complete resource for a part day, will be made pro-rata in proportion to an appropriate factor assessed by the Employer's Agent.

The amount by which compensation for delays is adjusted shall be subject to the contract price adjustment formula as defined in the Conditions of Contract.

This payment item shall only apply to delays which in the opinion of the Employer's Agent are due to the circumstances described in Subclauses 5.12.2.4, 9.1.1 and 9.1.2 of the Conditions of Contract. No Payment will be made for any salary related or other internally caused strikes. The cost of delays incurred for all other circumstances shall be treated as provided for in the Conditions of Contract.

The provision of this Clause shall in no way prejudice the right of either the Employer or the Contractor to determine the Contract in terms of the provisions of Clause 9 of the Conditions of Contract.

The Contractor shall take note that no payment will be considered for any additional cost incurred in protecting his plant and site establishment, as well as for costs incurred in respect of damage to constructional plant and equipment."

## PSA 8.5 SUMS STATED PROVISIONALLY BY THE EMPLOYER'S AGENT

Replace the contents of Clause 8.5 with the following:

"PSA 8.5.1	Works Executed by the Contractor	Unit: Prov Sum
------------	----------------------------------	----------------

The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed in the Bill of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 6.6 of the Conditions of Contract.

PSA 8.5.2 Employer	<u>Works Executed and performed by the Selected Subcontractors in Consultation with the</u>
-----------------------	---

- (a) Work to be executed and performed by the Selected Subcontractor in Consultation with the Employer.....Unit: Prov Sum
- (b) Overheads, charges and profit on item (a) above.....Unit: % or Sum

Sub-items (a) and (b) will be provided in the Bill of Quantities for each different Selected Subcontract included in the Contract

The Contractor shall be reimbursed under sub-item (a), in substitution of the respective Provisional Sums (if any) allowed in the Bill of Quantities, the amounts actually paid or payable by the Contractor to the respective Selected

Subcontractors, in accordance with the provisions of Clauses 4.4.3 and 6.6 of the Conditions of Contract.

The Contractor shall be paid under sub-item (b), either:

- (a) where the unit of measurement for sub-item (b) was specified as being a percentage, the respective percentage, as stated by the Contractor in its Tender, of the amount certified by the Employer's Agent for payment under the related sub-item (a), all in accordance with the provisions of Clause 6.6.1.2.1 of the Conditions of Contract: or
- (b) where the unit of measurement for sub-item (b) was specified as being a Lump Sum, an amount which is in the same proportion to the amount certified for payment under sub-item (a) and the tendered Lump Sum is to the amount of the Provisional Sum stated under sub-item (a);

provided always that where the Contractor has failed for any reason, to insert a percentage or Sum (as applicable) for sub-item (b) in its tender, or where no provision was made in the Tender Documents for tenderers to make any such entry, the Contractor will, in accordance with the provisions of Sub-clause 6.6.1.2.2, be paid an amount equal to SEVEN AND ONE HALF PERCENT (7½%) of the amount actually certified by the Employer's Agent for payment under sub-item (a).

The percentage or sum (as applicable) paid under sub-item (b) as aforesaid, shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement, supervision, administration and management of the Nominated Subcontractor and in fulfilling its obligations under the contract as the principal Contractor."

Replace Clause 8.6 with the following:

"PSA 8.6 PRIME COST ITEMS

PSA 8.6.1 Prime Cost Sums

- |     |  |              |         |
|-----|--|--------------|---------|
| (a) | <u>Description of Item to which Prime Cost Sum Applies</u> | Unit: PC Sum |         |
| (b) | <u>Charge Required by Contractor on Sub-item (a) above</u> |              | Unit: % |

Sub-items (a) and (b) will be provided in the Bill of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under sub-item(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under sub-item (b), the respective percentage, as stated by the Contractor in its Tender, of the amount certified by the Employer's Agent for payment under the related sub-item (a). The percentages tendered by the Contractor for each respective sub-item (b) included in the Bill of Quantities shall be deemed to in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related sub-item (a).

If the Contractor shall have omitted within its Tender to insert a tendered percentage under sub-item (b), or tendered a zero percentage, the Contractor's tendered rate for sub-item (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under sub-item (b)."

Note:

1. Only payments for successful test will be made under the Prime Cost Sum provided in the Bill of Quantities for "additional acceptance control testing by the Employer's Agent".
2. The Contractor is responsible for the cost of process control testing. Payment in terms of the above will only be made for acceptance control testing ordered by the Employer's Agent.

“PSA 8.7 DAYWORK

Add the following:

“To ensure that the plant is achieving a reasonable output of work, the Employer’s Agent personnel will randomly monitor and measure work produced. Poor performance of any item of plant will be noted by the Employer’s Agent and certain reductions in payment may be applied.

Furthermore, should the performance of a machine be poor, or persistently break down, the Employer’s Agent may order that it be replaced, all at the cost of the Contractor.”

PSA 8.8.2 DEALING WITH TRAFFIC

Add the following.

“To ensure proper traffic control is achieved the Contractor is to price the different sections separately. Each section must cover all costs and there will be no additional compensation will be made. In addition, the sections must consider the Contractor’s proposed programme and rate of progress he intends to achieve. This will also be full compensation if the Contractor chooses to work in multiple sections at once.

- |   |             |
|---|-------------|
| (a) <u>One way traffic control</u>        | Unit: Month |
| (b) <u>Allow access to properties</u>     | Unit: Month |
| (c) <u>Barricading of trenches</u>        | Unit: Month |
| (d) <u>All other traffic requirements</u> |             |
| .....                                     | Unit: Month |

PSA 8.8 TEMPORARY WORKS

PSA 8.8.4 Existing services

Replace the heading of paragraph (c) with the following:

- “(c) Excavate by hand in soft material to expose existing services Unit: m<sup>3</sup>

Add the following:

“The rate tendered for (c) shall further cover the cost of backfilling the excavation with excavated material compacted to 90% of modified AASHTO maximum density, loading, transporting and disposing of surplus material as directed, keeping the excavation safe, dealing with water, protecting the exposed services, and any other operation necessary to complete the work.

No distinction will be made between the various types of services to be exposed, or the depths to which excavations are taken.

Excavation in excess of that authorised will not be measured for payment.”

“PSA 8.8.6 Dealing with water Unit: Sum

The sum shall cover the cost for the provision, operation, maintaining and removal of all plant and materials required to deal with any water anywhere on site as required in terms of Sub clause 5.1.3 of SABS 1200 D and Sub clause 5.1.2 of SABS 1200 DB. No additional payment will be made for “Special water hazards”.

The sum shall cover the cost of providing the necessary plant or materials, or both, fully erected and operative on the Site, the cost of operating and maintaining pumps, well points, sheeting, close timbering, and other equipment, as applicable, for 24 Hours a day, 7 days a week, throughout the period during which the facilities are required, and the cost of removing such goods and restoring the Site to its original condition on completion of that part of the project for which the temporary works were erected.

Two equal payments will be made, one with the first and the other with the last payment certificate.

"PSA 8.8.7\* Compliance with the occupational health and safety act (Act 85 of 1993) and all relevant and applicable regulations, especially the construction regulations, 2014 as promulgated on 7 February 2014 under section 43 of the occupational health and safety act (Act 85 of 1993), as amended from time to time, for the duration of the contract

(a) Contractor Unit: Sum

(b) Subcontractors (own) Unit: Sum

The tendered sums shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and the Construction Regulations 2014 at all times, as described in the Scope of Work and Employer's health and safety specification (Refer Particular Specification PB). The successful tenderer shall provide the Employer's Agent with a complete breakdown of this tendered sum, if so required.

The Contractor shall note that all obligations contained in the Act, Regulations and Employers health and safety specification shall be included in this item. No additional claims will be considered; neither will an extension of time be considered for delays due to non-compliance with the Contractor's health and safety plan.

The sums will be paid to the Contractor in equal monthly amounts."

"PSA 8.9\* Installation of Benchmarks by Registered Surveyor Unit: No

The number tendered shall include full compensation for the installation of benchmarks to mSL, by a registered surveyor as required by the Employer's Agent, during construction and shall include the protection during construction and marking the benchmark on completion of the Works.

NOTE: The cost to set out the Works in terms of 5.1.1 and PSA 5.1.1 shall be deemed to be covered by the sums tendered for other obligations under Subclauses 8.3.3 and 8.4.5."

"PSA 8.10\* Sanctions Unit: Prov Sum

The provisional sum shall cover any sanction or bonus due as specified in subclause C3.3.3. The provisional sum shall be expended in accordance with Clause 6.6 of the Conditions of Contract."



**PSC                      SITE CLEARANCE**

**PSC 3                      MATERIALS**

**PSC 3.1                      DISPOSAL OF MATERIAL**

Add the following:

"Material obtained from clearing and grubbing, including builder's rubble, and other unwanted debris, shall be disposed of at spoil sites obtained by the Contractor.

All transport costs shall be included in the rates tendered for site clearance."

**PSC 5                      CONSTRUCTION**

**PSC 5.1                      AREAS TO BE CLEARED AND GRUBBED**

Add the following:

"Notwithstanding the above, the Employer's Agent may, where particular areas are scarcely vegetated, order that the clearing and grubbing operation be totally or partially omitted, in which case no payment will be made under this section.

Payment will then only be made for excavation included under the relevant earthworks section."

**PSC 5.5                      RECLEARING OF VEGETATION**

Add the following:

"Except if otherwise agreed, where areas have to be re-cleared on the written instruction of the Employer's Agent, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is advised therefore, not to clear areas at such an early stage that re-clearing may become necessary."

**PSC 5.6                      CONSERVATION OF TOPSOIL**

Add the following:

"Conservation of topsoil, together with grass, roots and chipped mulch shall be applicable. Stockpiling of topsoil will be allowed on Site in specific locations indicated by the Employer's Agent. Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material."

**PSC 8                      MEASUREMENT AND PAYMENT**

**PSC 8.1                      BASIC PRINCIPLES**

Add the following:

"The thickness of the layer that will unavoidably be stripped during clearing of vegetation will be taken as 100 mm. This implies that levels used in earthworks quantity calculations will be 100 mm lower than the original levels excluding stripping of topsoil to stockpile where applicable."

Add the following:

"Levels to be used for earthworks quantity calculations will be surveyed once the clearing operation has been completed."

**PSC 8.2                      SCHEDULED ITEMS**

**PSC 8.2.1                      Clear and grub**

Replace the first line with the following:

"The area designated by the Employer's Agent to be cleared and grubbed will be measured in square metre to the nearest metre or"





Notwithstanding the requirements of this subclause, all cast insitu concrete shall be cured in accordance with the requirements of this subclause using a white pigmented natural resin based liquid curing compound complying with ASTM C 309-74, except where the surface to be cured is to receive further concrete, in which case curing shall be carried out in accordance with one of the methods described in subclause (a) and (b).

## **PSGA 7        TESTS**

### **PSGA 7.1       Facilities and Frequency of Sampling**

#### **PSGA 7.1.2       Frequency and Sampling**

Notwithstanding the requirements of this subclause the Contractor shall take note that he is responsible for taking an adequate number of tests to ensure that the concrete being used complies with the Specification. The Engineer's Representative will only carry out such check testing as he requires.

## **PSGA 8        MEASUREMENT AND PAYMENT**

Delete the contents of this Clause. Measurement and Payment would be done in accordance with the Standard Preambles.

## **PARTICULAR SPECIFICATION: PB**

### **PB HEALTH AND SAFETY SPECIFICATIONS**

The site-specific H & S Specifications compiled by Safe Working Practice are attached as Appendix A

<b>C3.5: MANAGEMENT</b>
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**C3.5.1      MANAGEMENT OF THE WORKS****C3.5.1.1    Planning and Programming**

Refer Clause 5.6 of the Conditions of Contract.

If the programme submitted by the Contractor in terms of Clause 5.6 of the Conditions of Contract has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clauses 5.12 of the Conditions of Contract or within a granted extension of time.

Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Employer's Agent to take steps as set out in Clause 9.2 of the Conditions of Contract.

The approval of a programme by the Employer's Agent shall have no contractual significance other than that the Employer's Agent will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Employer's Agent to instruct the Contractor to vary the programme if necessary.

**C3.5.1.2    Sequence of the works**

To be determined by the Contractor.

**C3.5.1.3    Methods and Procedures**

The Works shall be executed in terms of the various and applicable specifications, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

**C3.5.1.4    Quality plans and control**

Refer the various and applicable specifications, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

**C3.5.1.5    Environment**

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

**C3.5.1.6    Accommodation of traffic on public roads occupied by the Contractor**

Not applicable

**C3.5.1.7    Format of communications**

All contractual communication shall be in writing.

The Contractor shall, for the full duration of the Contract Period, supply and maintain the following documentation:

- (a) Site Communication and Request Book.
- (b) Safety File containing all relevant safety data.
- (c) Daily register of all labour, plant and equipment.
- (d) Quality Control file containing all quality control/assurance forms and records.
- (e) Daily Register of labour and plant status.
- (f) One full set of Contract Drawings and documents.
- (g) Latest revision of the Construction Programme.

The above-mentioned shall be kept on Site and shall be accessible to the Employer's Agent at all times.

#### **C3.5.1.8 Key personnel**

Key personnel shall be on site at all times to control and supervise construction activities.

#### **C3.5.1.9 Management meetings**

The Contractor shall have regular site management meeting to coordinate and manage the Works.

Monthly Contract meeting shall be held on site. This meeting shall be chaired by the Employer's Agent.

#### **C3.5.1.10 Forms for contract administration**

The Employer, the Contractor and the Employer's Agent shall operate and maintain their own individual contract administration systems.

#### **C3.5.1.11 Electronic payments**

The Contractor must ensure that all interim payment certificates are accompanied by a Tax Invoice, with the Contractor's and the Employer's VAT Registration numbers printed thereon, to ensure timeous payment of the certificate. Contractors must allow 30 days from date of invoice for the payment to be effected.

Contractors wishing to be paid electronically must ensure that their correct banking details are also printed on their Tax Invoice.

#### **C3.5.1.12 Daily records**

A complete set of daily records indicating labour and plant on site, weather, work performed and any safety incidents, is to be kept on site and must be available for perusal by the Employer's Agent at all times.

#### **C3.5.1.13 Bonds and guarantees**

As specified elsewhere.

#### **C3.5.1.14 Payment certificates**

As specified elsewhere.

#### **C3.5.1.15 Permits**

Not applicable.

### **C3.5.1.16 Proof of compliance with the law**

As specified elsewhere.

### **C3.5.1.17 Insurance provided by the employer**

As specified elsewhere.

## **C3.5.2 HEALTH AND SAFETY**

The Contractor shall comply with the Employers health and safety specifications as specified in Particular Specification PD.

### **C3.5.2.1 Health and safety requirements and procedures of the employer**

- (a) In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:
  - (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
  - (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
  - (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.
  - (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.
  - (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.
  - (vi) The Contractor shall furthermore, in compliance with Constructional Regulations 2014 (Notice No 10113, dated 7 February 2013) to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented coherent site specific health and safety plan as contemplated in regulation 7(1)(a) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the



commencement of the Works. The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

- (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
- (viii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.4: Construction, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 5(1) of the Construction Regulations 2014).

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

#### **C3.5.2.2 Protection of the public**

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

## **APPENDIX A**

### **EMPLOYER'S OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

#### **PB1. INTRODUCTION**

This OHS Specification has been drafted to cover the OHS requirements for the Supplementary Agreement under the original Contract. It includes items B1 to B11 as well as Annexures BA to BG. BF and BG cover OHS requirements for dealing with COVID-19.

#### **PB1.1 LIST OF ABBREVIATIONS**

AIA	Approved Inspection Authority
BoQ	Bill of Quantities
CC	Compensation Commissioner
CR	Construction Regulations
DME	Department of Mineral and Energy
DMR	Driven Machinery Regulations
DoL	Department of Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
MH&SA	Mine Health and Safety Act No. 29 of 1996 (as amended)
OH	Occupational Health
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
ER	Engineer's Representative
RHCS	Regulations for Hazardous Chemical Substances
SANS	South African National Standards (Authority)
SMME	Small, Micro, Medium Enterprise
SWP	Safe Work Procedure

#### **PB1.2 DEFINITIONS**

The definitions used will be those set out in the Regulation of 2014 with the following additions:

**Client:** Kouga Local Municipality.

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

**Hazard:** Source of exposure to danger

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

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

**Health and Safety Agent:**

Means any person who acts as a representative for the Client in managing the overall health and safety work as their responsible person.

**Health and Safety Plan:**

Means a documented plan which answers to the Project Specific Health and Safety Specification; including all the supporting documentation that indicate how the Principal Contractor or Contractor plans to manage H&S for the duration of the Contract.

**Induction Training:**

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

**Risk:** Means the probability or likelihood that a hazard can result in injury or damage.

**Regulation/s:** Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993.

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

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

**PB1.3 KEY ROLEPLAYERS**

**Client Representatives:** \_\_\_\_\_ (Construction)

\_\_\_\_\_ (OHS)

**Engineer:** \_\_\_\_\_ acting

through a principal, namely \_\_\_\_\_, or an official authorised in writing.

**Engineers Representative** The \_\_\_\_\_ site representative

**H&S Agent:****PB1.4 KEY REFERENCES**

Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)  
Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)  
Committee of Land Transport Officials (COLTO)  
South African Roads Traffic Safety Manual (SARTSM) Chapter 2, Volume 13 of 1999  
Road Traffic Safety Act No. 93 of 1996 (as amended)

**PB2. PURPOSE OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION (OHSS)**

The OHSS is a performance specification to ensure that the Client (KLM) and any bodies that enter into formal agreements with the Client, i.e. Engineers, Principal Contractors (PC) and Contractors, achieve an acceptable level of OHS performance. The Client has a zero tolerance to non-compliance and the endangering of the lives of workers, and the public, thereby being placed at risk.

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

achieving the required performance levels and will sign a OHSA S.37.2 mandatory agreement with the Client, included as **Annexure BE** of this Specification.

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

### **PB3. IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

The project specific H&S specification (PSHSS) forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers. A PSHSS will be available for each level of Contract and Contractor and must be complied with. Failure to do so will be noted as a serious offense, and will result in a fine, stoppage of part of, or the whole works, with no extension of time or allowable claims.

This specification must be read in conjunction with the OHSA, it's Regulations (as amended) and any other standards relating to work being done and ensure compliance thereto. The information relative to the scope of the project, the works etc. are detailed in Part C3.1, are to be taken into account when developing the H&S plan and associated documentation. The detailed design risk assessment is included, as is a summary of risks identified in **Annexure BA**.

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

The H&S Agent will visit the project at least monthly, or more frequently if deemed necessary to ensure compliance. All activities on the site and all appropriate documentation will be monitored and reported on to the Client and Engineer. Non-conformances will be issued, and fines or work stoppage will be issued where appropriate. Communication between the H&S Agent and the PC will be through the Engineers Representative (ER) as determined at the commencement of the project.

### **PB4. REQUIREMENTS AT TENDER STAGE**

Tenderers are required to submit a pre-tender H&S plan with their Tender submission.

The documentation submitted will be used to assess the competence of the tenderer, as required in the CRs, therefore the information submitted needs to be complete and as close as possible to the final product.

Adequate pricing for H&S is also required, and the appropriate section in the BOQ is to be completed. Failure to do so could result in the Tender being regarded as non-responsive.

The PC shall ensure the following information is submitted as part of the H&S plan with his completed Tender:

- A project specific H&S Plan in line with this project specification which will be subject to approval by the H&S Agent. This must include all supporting documentation as required to verify the H&S system;

- A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;

- A valid Letter of Good Standing;

- At least one copy of minutes of previous Occupational Health and Safety Committee meetings;

- Incident Investigation Reports for other projects of a similar nature undertaken by the tenderer;

- Claims ratio receipt from FEM or the Compensation Commissioner for the previous review period and

- Detailed technical method statements for approval by the ER and appropriate risk assessments and safe work procedures for approval by the H&S Agent:

- Site establishment;

- Traffic accommodation;

- Clearing and grubbing;

- Opening of established borrow pits;

- Haul road construction, and

- Construction of the site offices and storage facilities

Further method statements are to be submitted prior to, and during the project will require the approval of the ER before work on that aspect or activity can commence.

#### **PB4.1 Specific Project Risks and Requirements**

The aspects covered in **C3.1, C4 and Annexures BA and BG** of this section have been noted as risk areas in the design hazard identification and risk assessment (HIRA), and are to be noted when developing the H&S plan and associated documentation. The SANS 1200 Standard Specifications and project specifications was used to develop the HIRA, and the same reference format is used. Where particular risks are noted, further requirements may be specified. Identification of low or medium risks does not mean there is no risk involved. In depth HIRAs and management systems are required to limit as much risk as possible as required in OHSA. Requirements for H&S systems, standards, PPE etc. are noted (but are not limited to), and the management thereof should be included in the documentation.

Technical method statements are to be developed for all key activities as they relate to the programme and approved by the ER. HIRA are to be developed using the approved method statements. Method statements are to incorporate the following information: plant, equipment, labour requirements, and the duration of each activity.

H&S method statements and safe work procedures (SWPs) (or safe operating procedures (SOPs)) are to be used by key site staff for daily activities and supervisors to ensure the site, workers and the public are kept safe. The environmental issues may be included but will need to be approved by the Environmental Consulting Officer (ECO).

#### **PB5. GENERAL REQUIREMENTS**

##### **PB5.1 Summary of Risks identified during Design**

##### **PB5.1.1 General Requirements and Provisions (SANS 1200 AA, AB)**

Information under this section cover the start-up aspects of the project, with a number of the activities (excluding establishment) lasting the duration of the contract.

- Telkom and Eskom overhead lines are present, however they will remove their own services where they encroach on the construction;
- Inclement weather condition includes high rain falls, extreme cold and hot temperatures and snow fall in the winter months. The ground in the area contains high amounts of clay and the road surface do become very slippery with the least amount of rain.
- The contractor must be prepared for serious injuries, and have a competent level 3 first aider on site at all time. Full time supervision is required with telephone and transport availability in case of an emergency. The emergency plan must take into consideration the remoteness of the work site and include the emergency services available in the area;
- Lantana and Bugweed are prevalent and will require special handling as the Lantana specifically is poisonous;
- River water is to be treated as contaminated and is not suitable for drinking. Suitable drinking water will need to be made available to those accommodated at site camps and for workers along the route;
- The traffic accommodation will require special management, despite the levels of traffic being relatively low. Competent traffic safety officer (TSOs) and staff to be appointed. Drawings from the SARTSM will be provided by the Consultant and must be used as the daily registers. The TSO is to ensure all work is managed by the appropriate drawing. The aspects as detailed in the tender document will be strictly applied;

- Heavy plant requires competent, fit operators and kept in good working order. Daily records of all plant to be available;
- Clearing and grubbing of all areas will mostly be done by hand.

#### **PB5.1.2 Drainage (SANS 1200 LB, LE)**

Drainage structures requiring maintenance may be identified during the project. This may include excavations, some formwork and support work. All designs must be approved by a competent person and managed by a competent supervisor. Many of these activities are LI, and therefore the ergonomic risks have been identified. Attention to the rotation of workers when doing LI activities is required.

- Generally culverts and pipes smaller than 600mm will be removed. Some work could occur on steep slopes and will require the use of machinery;
- Drawings for all structures will be provided if deemed to be required during the project;
- Road crossings, expansion joints and tying into existing structures could require the use of portable electrical equipment or heavy plant. Method statements, risk assessments, daily management of plant and personnel is required;
- Excavations are unlikely to be deeper than 1.5m, and may be dug by hand up to a maximum of 1m where safe to do so;
- Chutes, v-drains, catchpits and manholes will be required, and ergonomic issues are to be taken into consideration. Where SMME's or other contractors are used, the appropriate procedures as required are expected to be followed, and
- Concrete and bitumen berms will be required along the road edges using MC30 or 80/100 penetrating grade asphalt. MSDSs and health risks are to be addressed in the HIRA and medical surveillance programmes.

#### **PB5.1.3 Earthworks and Pavement Layers of Gravel or Crushed Stone (SANS 1200 D, DM, M, ME, MFL)**

- All material will be considered as silica containing and require compliance with Government Gazette No. 66 (Feb 2010, No. 32930) is required. Items have been allowed in the BoQ for measuring dust and personal dosimetry for the duration of the contract. Dust levels are to be kept to a minimum relating to haulage. The appropriate PPE is to be issued and the wearing thereof enforced where required, and
- Stockpiling of material for storage or spoil will be allowed in identified areas.

#### **PB5.1.4 Asphalt Surfacing (SANS 1200 MH)**

- Thin layer asphaltting has been identified. Hot bitumen application as well as cold bitumen emulsions will be used. The appropriate management of bitumen's are to be addressed for potential emergencies and medical surveillance of workers;
- Dust and fume management is required;
- A range of driven plant (Bob cat and tip trucks) will be used for the milling and fill operation, various hand tools, chip spreaders and boxes, rollers, mixers and hand spraying may be used, and
- Some pre-coating of surfacing aggregate may occur.

#### **PB5.1.5 Ancillary Roadworks (SANS 1200 DK, MM, Project Spec. PA & PB)**

Most ancillary work will be done using the LI method. Rotation of labour and addressing of ergonomic issues is required. Where SMMs are used, full compliance with the DRPW requirements is required.

- Stone pitching, erosion protection, kerbing, and sidewalks;
- Gabion baskets will require placement and filling by hand. Neon green double dipped PVC gloves have been identified as the most appropriate for this task. Use of these or similar is recommended;
- Road signs may be removed and replaced. Pre-cut and drilled poles have been specified;
- Finishing of road reserves, clearing of drains, other stormwater structures will be required to ensure adequate water drainage and;
- Grass cutting and bush clearing to road reserve using brush cutter, chainsaws and bush cutters on tractors as well as hand tools. Small petrol driven tools emit noise which is often over 115dB

#### **PB5.1.6 Specified Hazardous Chemical Substances**

The following lists of products or type of substance are what have been identified as likely to be used on the project. Where the PC is likely to supply the product as the product has not been specified, safer alternatives should be considered. Medical surveillance will be required for those

PRODUCT	POTENTIAL HEALTH OR OTHER RISKS
Cement	Hand mixing may occur, will be used for structures, stabilizing. 50kg bags delivered on pallets, ergonomic risk from handling, dust exposure, chromates. Eye, skin and respiratory irritant
Shutter Oil	Usually hand application prior to placing formwork in position. Volatiles present. Skin and respiratory irritant.
Petrol/diesel/lubricants	Storage tanks/bowsers on site. Fire, spillage, fumes
Creosote (pre-treated poles)	Eye and skin irritation and minor burns, carcinogen
Herbicides and ant poison	Type not specified, but will be used. Principal Contractor to ensure use of MSDSs and appropriate protection measures

#### **PB6. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

The PC shall notify the Provincial Director of the Department of Labour (DoL) in writing, in the form of the Annexure A in the CRs. This shall occur after award of the contract, but before commencement of construction work. Proof of submission and/or receipt must be provided. Work will not commence without the notification being correctly completed and signed by the Client. The Notification shall only be signed by the Client following the approval in writing by the H&S Agent.

Where changes to the conditions given in the submission are required (i.e. Contractors, completion dates, increase in workers), a revised Annexure A in the CRs must be submitted to the Department of Labour. It is preferable that the completion date includes the defect liability period. A copy of the notification form and any further submissions must be kept in the H&S file.

#### **PB7. HEALTH AND SAFETY PLAN FRAMEWORK**

The aspects related to the project outlined in the previous sections are to be taken into account when drawing up the H&S Plan. The PC is required to demonstrate competence by providing a H&S system that will address the requirements of the project.

The current legislative requirements, SANS codes and any other standards that may guide practice are to be taken into consideration. The following aspects must be addressed in the H&S Plan, as they have been identified in the design HIRA, as playing a role in reducing the overall risk of a particular activity, or section of the project. The H&S Agent may from time to time request additions or systems as they relate to the works at the time.

The PC is to prepare one or more site layout drawings to indicate at least the following:

- Positions of emergency personnel and equipment at the site camp, or each fixed working area;
- Traffic routes for plant and pedestrians, parking;
- Storage areas (flammable stores, materials etc.)

Such drawings could be the same as those required by the ECO. Such layouts are to be updated regularly throughout the project.

#### **PB7.1 APPOINTMENT OF COMPETENT SITE PERSONNEL**

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Site Agent (OHSA 16.2). All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the H&S Officer is kept up to date with all planned activities, to ensure all H&S requirements are met.

All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the H&S Officer.

The Occupational Health and Safety Plan shall include the following, but not be limited to the following key appointments:

##### **PB7.1.1 Construction Supervision**

Competent supervisors will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility. All site supervisors must show evidence of basic training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).

Multiple competent supervisors may be appointed where justified by the scope and complexity of the works. Curriculum Vitae (CVs) are to be submitted for approval by the Agent, and/or Client. Each supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

##### **PB7.1.2 Construction Health and Safety Officer**

The PC will employ at least one competent, part-time H&S Officer for the duration of the contract. The H&S Officer's CV is to be submitted for approval by the H&S Agent, preferably at pre-tender phase. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e., Mobile phone, computer and internet access, vehicle etc.) Qualifications shall include SAMTRAC or similar, with a minimum of two years exposure to Civil Engineering Construction.

The H&S Officer will be held responsible for all H&S on the project. Senior site staff and supervision, Contractors are to follow systems, instructions etc, at all times. No new workers or Contractors may commence work without approval or following the H&S plan as submitted. Failure to do so will be considered a serious offence.

The H&S Officer shall not be the same person as the Traffic Safety Officer but will be responsible for ensuring that daily traffic management is adequately managed for all teams.

A close out meeting will be held at the end of each formal audit by the H&S Agent and findings will be issued in the form of site instructions. Senior site staff will attend the close out meeting.

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the H&S Agent and the H&S Officer. The H&S Officer will be responsible for collating the H&S documentation (electronically) at the close out of the project. A list of the typical aspects that should be provided is available as **Annexure BC** to this document.

##### **PB7.1.3 Traffic Safety Officer (TSO)**

The PC is to appoint a competent TSO. The TSO shall be responsible to the H&S Officer. The CV of the TSO is to be submitted to the Engineer and H&S Agent for approval. Attention is drawn to the



project specifications and Scope of Work. Furthermore, no workers will be allowed to be transported in open vehicles, or with plant and materials. Vehicles which are used for the transportation of employees must be designed for this purpose as per Construction regulation 21.1 (a) (c),(e) .2(a),(i) and the National Road Traffic Regulations. Guidance for this can be found on the vehicles licence disc.

Speed controls must be clearly stipulated and managed. Speed limits must be strictly adhered to by all construction traffic. Unreasonable limits may be revised by the Engineer and/or H&S agent. Additional care must be taken where workers and construction traffic interface. This should be in the form of flagmen to direct trucks and adequate signage as directed by the Engineer.

A system of recording daily traffic accommodation is to be provided. Photographs are to be taken following the placement of the accommodation to prove compliance. All daily records are to be signed by the ER.

Monitoring and reporting of road users who do not obey traffic management systems must be reported.

It must be noted that further fines are specified for non-compliances in this PSHSS.

## **PB7.2 Health and Safety Representatives and Committee**

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

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

Minutes are to be distributed and discussed among all workers and Contractors and records kept thereof. Failure to do so will be deemed to be a moderate offence.

## **PB7.3 APPOINTMENT OF COMPETENT CONTRACTORS**

As this project is considered labour intensive and will require the appointment of SMMEs, strict focus on H&S and compliance is required by the PC. The same H&S standards required of the PC are to be applied to all Contractors.

The H&S Officer is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work. **No Contractor may work under the PCs Compensation registration number.**

Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped, and fines implemented.

## **PB8. GENERAL RISK MANAGEMENT**

### **PB8.1 Health Risks and Medical Surveillance**

The specified products have been listed in 5.1.6. As some products have not been identified, the PC is to ensure the H&S Officer and all supervision is responsible for ensuring the safe use of such products, and their inclusion into method statements and risk assessments. The appropriate MSDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works.

Due to the LI component, ergonomic risks are to be noted and as such all workers (including those of Contractors) are to be included in the medical surveillance programme.

Workers will be exposed to noise, dust and volatiles. Silica and general environmental monitoring for the general contract has been allowed for in the BOQ, as well as the allowance for medical surveillance.

All Permanent employees are to be included in an ongoing medical surveillance programme. Any Temporary or contract employee must undergo entry and exit medical examinations

Environmental monitoring results and risk assessments are to be made available to the occupational health professionals doing the medical surveillance. The use of occupational risk exposure profiling (OREPS) and job descriptions are to be used to determine specific exposures for management.

Medical surveillance will commence at pre-employment. All workers (including Contractors and temporary staff) are required to be in possession of a medical certificate of fitness prior to commencing work. Entrance medical surveillance is required as well as an exit medical. Arrangements for keeping medical records for the required time is to be noted. It is preferable that the PC has a medical surveillance plan. Full medical records are not to be placed in the H&S file. A procedure for managing the medical records which require safekeeping for prescribed periods are to be addressed.

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

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

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

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

Failure to do so will be considered a serious offence.

#### **PB8.1.1 Noise Risks**

All plant and equipment is to be measured for noise levels by an AIA as per the Section 7 c of the noise-induced hearing loss regulations, preferably before the plant is dispatched to site or as soon as the majority of plant is on site (including Contractors). Findings are to be discussed at the H&S Committee and H&S Representatives and Supervisors are to ensure that noise zones identified and wearing of PPE therein is enforced. All plant brought in by plant hire companies is to be compliant with the Noise Induced Hearing Loss Regulations.

Audiometric testing of all workers is to be included in the medical surveillance programme. Double audiometric testing at pre-employment, and single tests thereafter. Audiometry records are to be available in the H&S file.

Suitable SANS approved hearing protective equipment shall be issued and worn. Where several items of construction plant are in operation at or near to each other, the noise zone for the combined plant should be established and suitable hearing protective equipment used within this zone.

Failure to do so will be considered a serious offence.

#### **PB8.1.2 General Environmental Conditions**

Compliance with the Environmental Regulations (as amended), among other is required. Environmental monitoring of ventilation, lighting and dusts may be deemed to be required by the Approved Inspection Authority used to measure the environment. Copies of the relevant reports and actions taken in respect thereof are to be placed in the H&S file.

#### **PB8.2 Emergency Procedures**

As the site is remote and advanced medical support absent, attention to emergency planning and procedures is very important. The full emergency plan must form part of the supporting documentation with the H&S Plan. The H&S Agents approval of all emergency plans and procedures is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

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

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

- Appointment of a competent emergency response co-ordinator and wardens;

Lists of first aiders, and

Requirement in terms of identified risks:

Fire;

Explosions;

Falls from heights, and

Motor vehicle accidents.

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project.

The contents of such plan must include:

A list of telephone numbers for the client, the client's health and safety agent, the C.E.O of the Contractor, site management and emergence personnel such as first aiders and fire fighting teams if required.

It must also include local emergency services telephone numbers.

#### **PB8.2.1 First Aiders and First Aid Equipment**

Competent, trained First Aiders are to be formally appointed for the project with at least one level 3 first aider assigned to each team. Contractors are expected to ensure compliance and manage their own first aiders and equipment.

The PC shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least the requirements of manage the type of emergencies identified. It is suggested that all supervisors carry an appropriately stocked first aid kit in their vehicles at all times.

#### **PB8.2.2 Fires and Emergency Management**

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

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur.

The area is in a dry part of the country which is susceptible to fires especially during the summer months, All plant will be fitted with a fire extinguisher.

Whenever refuelling is done, a fire extinguisher must be accessible. This includes small tools such as bush cutters and chain saws.

The notification of emergency services in case of a runaway fire must be noted in the emergency plan.

Fire extinguishers alone may not be enough to put out veld fires and the contractor must explain what measures will be taken including fire-fighting equipment to be provided to site.

#### **PB8.2.3 Incident Management and Compensation Claims**

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

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

#### **PB8.3 Personal Protective Equipment (PPE) and Clothing**

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

- Protective footwear;
- Reflective bibs or vests and overalls;
- Eye and ear protection, and
- any other necessary PPE identified from MSDSs or risk assessments.

Adequate quantities of PPE shall be kept on site at all times. This shall include necessary PPE for visitors. The procedure for managing PPE is to be in a formal procedure submitted with the H&S plan for approval.

Any person found on site without the necessary PPE will be removed from site until the PPE is supplied and worn, and fines issued per non-compliance.

#### **PB8.4 Occupational Health and Safety Signage**

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

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

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

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

#### **PB8.5 Induction of Employees and Visitors, General H&S Training**

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

Any person found on site without proof of induction will be removed from site until the proof is supplied and, and fines issued per non-compliance.

#### **PB8.6 The use of Radioactive Equipment**

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

Failure to do so will be considered a serious offence.

#### **PB8.7 Transportation of Workers on Site**

Transportation of workers shall comply with the relevant legislative requirements. Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered. The cover shall be securely fixed to the vehicle. No equipment or materials shall be transported in the same vehicle at the same time as workers. Failure to transport workers in a safe manner will be regarded as a serious offence. Tenderers must indicate in their OHS plans what type of transport is envisaged and how this

will be managed. The license of the vehicle will be used as the assessment of suitability for the transportation of passengers.

Failure to do so will be considered a serious offence.

#### **PB8.9 Management of Plant and Equipment**

Close control of the PCs plant and equipment is required, including that of Contractors.

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

Only competent, fit plant operators are to be used. Medical certificates of fitness are required for all operators. Noise levels are to be displayed on plant.

Any plant or slings used to lift plant or material require annual load testing by an AIA. Operators are to be adequately trained and certified to operate cranes. Certificates and registers are to be placed in the H&S file.

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

Failure to do so will be considered a serious offence.

#### **PB8.10 Excavations**

Excavations are not expected to be at depths greater than a maximum of 1.5m. Shoring may be required in areas where ground water is encountered. The PC is to ensure that the Community Liaison Officer (CLO) and the local community, schools and general public are aware of the dangers of open excavations.

The H&S Officer is to ensure that all Contractors follow the same requirements as they relate to excavations. The Engineer may stop work at any time should the working area be deemed unstable. Method statements are to be approved by the Engineer and risk assessments are required. Workers are to be trained in the risks and protection measures, and the appropriate PPE is to be issued as highlighted in the risk assessments.

A competent person is to be appointed for all excavations. The condition of all equipment must be checked daily prior to work commencing. **Excavations should preferably not be open beyond what can be worked daily.** Where excavations need to remain open, all excavations are to be properly protected. Adequate droppers with 1m high demarcation (approved by the Engineer) and berms are required to be a safe distance from the edge of the angle of repose.

Adequate numbers of ladders are to be available to ensure safe access and egress from excavations. Ladders are required for excavations of greater than 300mm, and the ladder is to extend at least 1m above the edge of the excavation. No wooden ladders are allowed on site. Registers are to be kept current and placed in the H&S file.

Failure to do so will be considered a serious offence

#### **PB8.11 Inclement Weather**

Jeffreys Bay normally receives about 315mm of rain per year, with most rainfall occurring during summer. It receives the lowest rainfall (13mm) in July and the highest (44mm) in December. The monthly distribution of average daily maximum temperatures shows that the average midday temperatures for Kirkwood range from 17°C in July to 28°C in February. The region is the coldest during July when the mercury drops to 5°C on average during the night.

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

All decisions regarding work stoppage will be decided between the PC, the H&S Officer and the Engineer.

Failure to manage specific conditions or address issues timeously will be considered a serious offence.

**PB8.12 Auditing**

External auditing by the H&S Agent will be done at least monthly or more frequently if deemed required by the H&S Agent, Client or Engineer. The site will be inspected and the documentation audited relative to the activities and H&S plan. The H&S Officer of the PC must accompany the Client, or the H&S Agent, on all audits and inspections.

The PC will ensure that all their Contractors are audited at least monthly prior to the H&S Agents monthly audits. Audits may be done more frequently where short term contracts are in place, or deemed high risk. Audit results will be acted upon and non-conformances and fines issued. The Client, Engineer or H&S Agent may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site. Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant.

Failure to address findings or non-conformances will be considered a serious offence.

**PB8.13 Communication on Site**

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

Failure to address issues timeously will be considered a serious offence.

**PB8.14 Care of Workers on Site (Welfare)**

Adequate toilets, clean, safe drinking water and adequate supply for hot summer months and decent shelter will be afforded workers at all times. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Hand washing facilities will be provided. The Environmental and Facilities Regulations will be adhered to at all times.

Failure to address issues timeously will be considered a serious offence.

**PB9. HEALTH AND SAFETY FILE**

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible. The following completed information shall be included (but not be limited to):

- The PSHSS;
- The H&S Plan;
- Appointment by Client;
- Mandatory agreement with Client;
- Notification of construction work;
- A record of all working drawings, calculations and design where applicable;
- Detailed list of Contractors with contact details, appointments, Mandatories etc.;
- Record of Competencies
- Training Records.
- Permits;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- MSDSs;
- Medical surveillance records;
- Registers, and
- Records of audits, minutes etc.

**PB9.1 Supporting Documentation**

The following list is not absolute, and the PC is expected to assess if further any further information should be submitted as supporting documentation, as it relates to the H&S plan. The inclusion of other, relevant documents is encouraged.

All documents as required by the Act and Regulations, including (but not limited to):

- Proof of registration with the Compensation Commissioner or FEMA;
- Proposed Organogram;
- Appointments under the Regulations;
- Examples of internal audits;
- Inspection registers of plant and equipment;
- Non-conformance system;
- Information relating to hazardous materials used and stored on site with MSDSs;
- All Method Statements, Hazard Identification and Risk Assessments for the project;
- All Health and Safety Plans for the project;
- Examples of minutes of all relevant meetings related to H&S;
- Registers for all plant and equipment
- Incident records, including investigations and results, and
- Medical certificates of fitness and medical surveillance programme.

The H&S File shall be closed out following the hand-over of the project. A list will be made available and the contents will be agreed to between the H&S Agent and the PC towards the end of the project.

#### **PB10. NON-CONFORMANCES**

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

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

<b>Minor: Fine: R50/count</b>	<b>Medium: Fine: R500/count and a non-conformance</b>	<b>Severe Fine: R5000/count, a non-conformance and/or activity stoppage</b>
Hard hat /reflective jacket off. Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas <b>NOTE See Severe for road signage</b>	Working without training or the appropriate H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
Minor demeanours not addressed from previous H&S audit	No monthly OHS report at site meeting to report on	Fall protection harness not tied off / not worn
	No certificates of fitness for workers as required	Any breach of legal requirements
	Working without approved method statements	

#### **PB10.1 Failure to Comply with Provisions**

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

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

#### **PB11. MEASUREMENT AND PAYMENT**

The payment items for Occupational Health & Safety are contained in Sections 1 & 2 of the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in Part C2.1 of this document.

<b>Item</b>	<b>Unit</b>
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<b>PB11.1</b>	<b>Preparation of Contractor's Project Specific Health and Safety Plan.....Lump Sum (L.S)</b>
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The rate for this item must cover all expenses incurred in preparing the Contractor's project specific Health and Safety Plan as required by the Client's project specific Health and Safety Specification in this document

<b>Item</b>	<b>Unit</b>
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<b>PB11.2</b>	<b>Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations. ....Lump Sum (L.S)</b>
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The full amount will be paid in one instalment only when the Client's Agent has verified and approved the following

- (a) The Principal Contractor has notified the Provincial Director of the Department of Labour in writing of the project, Annexure A to the Regulations.
- (b) The Principal Contractor has made the required initial Appointments of Employees and Contractors.
- (c) The Client has approved the Principal Contractor's project Health and Safety Plan.
- (d) The Principal Contractor has set up his Health and Safety File.

<b>Item</b>	<b>Unit</b>
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<b>PB11.3</b>	<b>Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations. ....Month (Mth)</b>
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The amount shall represent full compensation for that part of the Principal Contractor's general obligations in terms of the Occupational Health and Safety Act and Regulations which are mainly a function of time. Payment will be made when the Client's Agent has verified the Principle Contractor's compliance as part of the audit. This will include the updating and administration of the Health and Safety file

<b>Item</b>	<b>Unit</b>
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<b>PB11.4</b>	<b>Provision of Personal Protective Equipment (PPE) as required by the Act and Construction Regulations .....Month (Mth)</b>
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The rate for this item shall include for the procurement, delivery, storage, distribution and all other actions required for the supply of PPE to the employees of the Principle Contractor, full or part time, requiring them. Sub-Contractors are responsible for their on costs in this regard.

Normal items include standard overalls, waterproof clothing, gum boots and standard workshop safety equipment such as welding masks and goggles.

General items may include among others are: hard hats, reflective vests, reflective bibs, high visibility overalls, protective foot wear, fall arrestor harness and tethers, gloves, ear muffs, earplugs and dust masks of appropriate type.

Payment will be made monthly. It is the Principal Contractor's responsibility to ensure compliance at all time. No additional payment shall be made over and above the rate tendered to comply with this requirement regardless of loss or theft of PPE.

<b>Item</b>	<b>Unit</b>
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<b>PB11.5</b>	<b>Provision of full time Construction Health and Safety Officer .....</b>	<b>Month (Mth)</b>
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The Tender sum shall include for the cost of a Construction Health and Safety Officer on a full time basis, his overheads, transport and all others items necessary for the proper carrying out of his duties, which include the induction and training of all persons on site.

<b>Item</b>	<b>Unit</b>
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<b>PB11.6</b>	<b>Costs of Medical Surveillance .....</b>	<b>(No)</b>
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This item shall covers all costs in involved in the obtaining of baseline and exit medical certification and conducting medical surveillance for all workers and especially operators of Construction vehicles and mobile plant as contemplated in CR 21(d) (ii); Workers exposed to hazardous chemicals including bituminous fumes, Regulation 7 of the HSCR; for temporary workers and workers exposed to noises at or above the limits given in the Noise-induced Hearing Loss regulations, as stipulated above.

Workers in the permanent employ of the Contractor will only be paid for if their certificates require updating. Chest x-rays will be required in the case of workers who may be exposed to high concentrations of dust (silica).

**PB11.6 a)** Initial (baseline) medical examinations, including audiometric and lung function testing.

**PB11.6 b)** Exit examinations.

<b>Item</b>	<b>Unit</b>
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<b>PB11.7</b>	<b>Induction Training .....</b>	<b>(No)</b>
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This item shall cover all costs incurred for the health and safety inductions as set out on Regulation 7 of the Construction regulations and the proof of induction required. Payment will be made on the figures contained in the induction section of the Health and Safety File.

<b>Item</b>	<b>Unit</b>
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<b>PB11.8</b>	<b>Environmental Monitoring. ....</b>	<b>(No) of tests)</b>
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**PB11.8a) Air quality monitoring**

Payment for this item shall cover all costs incurred in testing and monitoring the environment in respect of general health hazards including the presence of hazardous chemicals, as required by the Construction Regulations and the Mine Health and Safety Act.

<b>PB11.8b)</b>	<b>Compliance with Amendment of the Occupational Exposure Control Limit for Silica in Table 1 of the Hazardous Chemical Substances Regulations (February 2010)</b>	<b>(No))</b>
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<b>1)</b>	Air sampling in situ .....	<b>(No of tests)</b>
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<b>2)</b>	Analysing samples .....	<b>(No)</b>
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<b>3)</b>	Tests on Workers .....	<b>(No)</b>
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The rates for these items shall include for all air monitoring, air sample testing and tests in workers for silica exposure as required by the above amendment. It should be noted that these items must be under the control of an authorised inspection authority which would normally be a registered H&S hygienist or occupational health practitioner familiar with the Hazardous Chemical Regulations and include for all necessary costs in this regard including travelling to and from site and all required reporting.

Item	Unit
<b>PB11.9 a) Establishment of noise levels .....</b>	<b>(No)</b>
This item shall cover all costs involved in the establishment of noise zones, including any workshops, in terms of Regulation 9 of the Noise-induced Hearing Loss Regulations. Where a zone has previously been established for a particular item of plant within the last two years, the test need not be repeated but must be kept valid for the duration of the Contract.	
Item	Unit
<b>PB11.10 Payment for Health and Safety Representatives at meetings. ....</b>	<b>Lump Sum (L.S)</b>
The rate for this item shall cover the cost to the Contractor of the attendance of Health and Safety representatives at meetings and shall compensate the Contractor for loss of productive time at these meetings	
Item	Unit
<b>PB11.11 Provision of First Aid Boxes. ....</b>	<b>Lump Sum (L.S)</b>
The rate for this item shall cover all costs incurred in the provision and maintaining of first aid boxes as outlined in Paragraph B13007 above.	
Item	Unit
<b>PB11.12 Transportation of Workers. ....</b>	<b>Lump Sum (L.S)</b>
The Lump sum tendered under this Item shall cover all costs involved in the safe transportation of workers as outlined above. Payment will be made in equal amounts for the duration of the contract.	
Item	Unit
<b>PB11.13 Submission of the Health and Safety File. ....</b>	<b>Lump Sum (L.S)</b>
Expenditure under this item shall be made in accordance with the general conditions of contract.	
This amount will be paid only once the Principal Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion	
Notwithstanding any statements in Section 1300 of the COLTO Specifications, should the Certificate of Practical Completion be issued after the Contractual Completion date, no payment will be made under items B13002 and B13003 for the period between the Contractual Completion date and the date of issue of the Certificate of Practical Completion. This, however does not relieve the Principal Contractor of any of his legal responsibilities for Occupational Health and Safety in terms of the Act and Regulations	

## ANNEXURE BA

<b>DESIGN RISK ASSESSMENT: For Upgrading of Existing Urban Road</b>										1	4	12
<b>Risk Rating multiplier: Low = 1; Medium = 2; High = 3</b>										2	6	18
										3	8	27
				<b>Baseline design risk</b>						<b>Residual risk</b>		
SANS 1200 REF	Design Risks identified as present	Yes / No	Describe the obvious protective measures usually provided by Principal Contractor	Likely consequences of an	Frequency of Exposure	Probability of harm	Risk rating and risk category	Extra control measures necessary to reduce risk / Redesign by Client and / or Designer	Likely consequences of an	Frequency of Exposure	Probability of harm	Risk rating and risk category
<b>SECTIONS 1 &amp; 2: PRELIMINARY AND GENERAL REQUIREMENTS</b>												
A	Identification and opening of existing services: Overhead Eskom, Telkom lines, underground water, and sewage. Telkom and Eskom will remove own services where required.	Yes	Hand exposure of and protection services. Demarcation of services with candy tape	2	1	1	2	Competent supervision and adequate pre-task training required. All excavations open longer than 24hours to be demarcated with netting or similar, at least 1m away from edge	1	1	1	1

A	Construction plant workshops and camps to be established and maintained by the contractor for the duration of the contract	Yes	A number of camps may be established and maintained for various activities to construct what is required to undertake the works	2	3	3	18	The PC will be required to submit with his pre-tender H&S plan the method statements, risk assessments and supporting documentation to ensure overall activities are managed.	2	3	2	12
A	Traffic accommodation will be required throughout the project. Stop Go areas will be used throughout the project. A number of Intersections through the project.	Yes	SARTSM standards to be used- TSO to have a copy of chapter 13 Use of TSO's to ensure all traffic requirements are met over 24 hour, 7 day periods especially when weather conditions stop work. Planning to include holiday times consideration Demarcation to ensure public walkways identified around schools and clinics	3	3	3	27	Any deviations from construction drawings to be in line with SARTSM Ch 13 Vol 2, and approved by RE. Method statements and risk assessments to reflect management of same. TSOs to be adequately trained and use of drawings to be basis of daily checks. TSOs to report to H&S Officer. Fines to be issued for non-compliances	2	3	3	18
A	Traffic accommodation will be required for the duration of the project, mostly using closures. Appointment of Traffic safety officers (TSOs) for the project.	Yes	Traffic safety teams with appropriately trained TSOs to manage the traffic safety. Management of closures, intersections, any work along route outside of closures requiring drawings or some form of traffic accommodation	3	3	3	27	Adequate competent TSO's and teams to be appointed according to tender document. TSO shall not be H&S Officer. TSO shall report to H&S Officer and RE. Use of traffic drawings to be used as registers, and all or any deviation from drawing to be approved by RE at least 24hrs prior to work commencing	2	3	3	18

SECTION 8 : ROADWORKS												
	Material will require haulage through the project. Material will possibly be collected and stored for use depending on findings of further geotechnical surveys.	Yes	Spoil and fill material will be moved around the site from borrows and storage points. Contractors may be used for haulage.	3	3	3	27	PC will ensure only competent contractors appointed 7 days prior to commencing work, only competent, fit operators to be used	2	3	3	18
	Weather is a factor to be considered, raised temperatures in summer, with high humidity levels. Flash floods could affect low lying areas.	Yes	Work stoppage in rain or following rain that would affect the works	3	3	2	18	Use of weather stations to monitor temperature, Work to be assessed should discomfort index reach 100, work may be stopped at 105 if deemed problematic. Adequate water intake. Monitoring of rainfall, not allowing work to occur downstream or low lying areas when threats of flooding.	2	3	2	12
	Local labour will be used on the project, only core personnel are likely to be permanently employed	Yes	Appointment of local labour and by local Project Steering Committee (PSC) and Community Liaison Officer (CLO)	3	3	3	27	All workers to have medical screening to ensure fit for duty.	2	3	3	18

	Material will require haulage through the project. Material will be collected and placed on the road for spreading	Yes	Spoil and fill material will be moved around the site from borrows and storage points.	3	3	3	27	Reverse alarms and sensors, roll over protection. Appointment of competent supervision and competent, fit operators. Attention to potential of urinary tract infections	2	3	3	18
	All plant will be heavy vehicles, including: tipper trucks, loaders (TLB), rollers, excavator, grader, water truck	Yes	All plant will be checked daily by competent, fit operators and stored in the H&S file.	3	3	2	18	CVs, including training and medical certificates required for all operators. Daily records on H&S file. An updated list of daily plant to be kept available	2	3	2	12
	Cleaning of existing storm water structures, shaping of mitre drains	Yes	Competent supervision, use of grader	3	3	3	27	Check for competence of operators, registers for hand tools, visibility of workers to be ensured, traffic accommodation requirements to be met	2	3	3	18
	All material will be considered silica containing, from borrows, quarries and commercial sources. As such compliance with Govt Gazette No 66 (Feb 2010, No 32930) is required	Yes	Compliance with DMR requirements, COPs, risk assessments, medical surveillance and chest Xrays for all workers, including operators	3	3	3	27	Silica monitoring will be required 6 monthly, Medical surveillance adequately managed. Borrow pit workers will require Chest Xrays as per DMR requirements	2	3	3	18

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## ANNEXURE BB

### EXAMPLE OCCUPATIONAL HEALTH AND SAFETY AUDIT DOCUMENT

<b>PROJECT NAME:</b>	
<b>CONTRACT NUMBER:</b>	
<b>HEALTH AND SAFETY AUDIT No:</b>	
<b>CONDUCTED BY :</b>	
<b>DATE :</b>	



## EXECUTIVE SUMMARY

### INTRODUCTION AND OVERVIEW

#### SCORING:

The audit has a scoring schedule, which will be used to deem compliance to what is available on site, and what the appropriate systems need to be to match them. The contractor should aim for a score of 3 on each aspect included in the audit. A low score could result in part or all of the work being stopped until compliance is reached.

Scoring schedule	
If the answer is <b>"No"</b> the rating will be 0	
If the answer is <b>'not applicable'</b> it will be noted as n/a	
If the answer is <b>"Yes"</b> the following ratings are applicable	
1	Requirements partially met and no implementation.
2	Requirements partially met and partially implemented
3	Requirements fully met and partially implemented
4	Requirements fully met and fully implemented
5	Requirements and implementation exceeds expectation

#### Key Abbreviations:

Health and Safety	H&S	Occupational Health and Safety Act	OHSA
Occupational Health	OH	Mine Health and Safety Act	MHSA
Construction Regulations	CRs	Driven Machinery Regulations	DMRs
General Safety Regulations	GSRs	Regulations for Hazardous Chemical Substances	RHCSs
Explosive Regulations	ERs	Pressure Equipment Regulations	PERs
Noise Induced Hearing Loss Regulations	NIHLs	Department Mineral and Energy	DMEs
Facilities Regulations	FRs	General Administration Regulations	GARs

Provide a summary of site inspection, significant findings of the site inspection and the audit.

### CORE LEGAL RECORDS ON SITE:

This list is not conclusive – to be updated monthly relative to works in progress. However the H&S Officer is to be pro-active and pre-empt requirements with the Construction Supervisor (Site Agent). The content will be linked to the physical conditions, processes and activities noted on site, or programme.

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
1.		Updated project <b>H&amp;S Organogram</b>					
2.	OHSA S. 16 (1) and (2)	CEO and subordinate (if required) CVs on file					
3.	CR 6 (1) and (2)	Designation of Construction Supervisor(s) and Subordinate Person(s) CVs on file					
4.	OHSA S. 17; GAR 7	H&S Representatives appointed Monthly inspections completed Representation from Contractors					
5.	OHSA S. 18; GAR 5	H&S Committee appointed Minutes on file H&S representatives reports discussed Incidents discussed Signed by Chair/CEO Evidence of minutes noted					
6.	GAR 4	Copy of OH&S Act (Act 85 of 1993) Available on site					
7.	CR 4 (c), 5 (f)	Written proof of registration / <b>Letters of good standing</b> available on Site					
8.	OHSA S.37.2	<b>Copy of the Mandatory (S37.2) agreement between the PC and Client</b>					
9.	OHSA S.37.2	<b>Mandatory agreements</b> between PC and contractors					
10	CR 3(3)	<b>Notification to Provincial Director – Annexure A</b> Available on site					
11	CR 4(3)  5 (7)	Copy of Principal Contractor's Health & Safety Plan Available on request. Letter of approval from Agent.					

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		Health & Safety File opened and kept on site (including all documentation-required in respect of the OHSA & Regulations Available at all times					
12	CR 5(6) (9)	<b>Copy of Principal Contractor's Health &amp; Safety Plan provided to Contractors</b> Letters of approval for each contractor on file List of Contractors on site Verified monthly by Agent					
13	CRs	<b>Copies of technical method statements</b> approved by RE (GCC 12.3.1) Register available, signed by RE					
14	CR 7(2) OHSA CR 7(4)	<b>Risk Assessments:</b> Up to date and available on site for inspection Review and monitoring programme adhered to Workers trained in risk assessments					
15	CR 7 (c)	<b>Safe work procedures Procedure</b> List of available SWPs Workers trained in SWPs Proof of training verified					
16	OHSA S. 13 CR 7(9)	<b>Induction programme available</b> Proof of <b>induction</b> training available					
17	CR 8	<b>Fall Protection:</b> Appointment of Competent CV on file Included in Risk Assessment Addressed in emergency plan Other: site inspection findings					
18	CR 9(2) (b) (3)	Structural information from Designer: <ul style="list-style-type: none"> <li>Geo-science technical report</li> <li>Design loading of the structure</li> </ul>					

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		<ul style="list-style-type: none"> <li>Methods &amp; sequence of construction</li> <li>Design risk assessment</li> <li>Addended H&amp;S Specification</li> </ul>					
19	CR 10(1)(d)	<b>Supportwork and Formwork:</b> Competent person appointed: Design Erection, maintenance, use and dismantling CVs available Design drawings available on site Risk Assessment included Registers in line with supportwork and formwork noted in site inspection					
20	CR 11(3)(h)	<b>Excavations:</b> Competent persons appointed CVs available Depth of excavations on site, Shoring in use Registers in line with open excavations noted at site inspection					
21	CR 11 (f) GSR 13A	<b>Ladders:</b> Competent person appointed Registers kept Registers for ladders noted on site					
22	CR 17(8)(c) (d)	<b>Material Hoist</b> Competent person appointed CV on file Daily inspection register Maintenance records available					
23	CR 18(9)	<b>Batch Plant:</b> Appointment of Competent person Registers for maintenance, cleaning and repairs Risk Assessment carried out Batch Plant to be inspected weekly by a competent person.					

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		Inspections register kept <b>Other</b>					
24	CR 21	<b>Construction Vehicles:</b> Appointment of competent operators Plant Management: Registers on file noting daily inspections Plant and machine lists available Inadequacies noted on site Transportation of workers Registers for sample of vehicles noted on site					
25	CR 22	<b>Temporary Electrical Installations:</b> Appointment of competent person CV on file Services identified and protected Certificates of Compliance for installations Daily electrical machinery registers Weekly temporary electrical installation inspections Quarterly inspections					
26	DMR 18 CR 20	<b>Cranes and Lifting Equipment</b> Competent person appointed CV on file Cranes & Lifting tackle identified/numbered on Register Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.)- 3 monthly Risk Assessment carried out Driven Machinery compliance re excavators and TLBs being used <b>Other</b>					
27	CR 25, 26 ER 6 GSR 8	<b>Housekeeping, Stacking &amp; Storage Supervisor:</b> Appointed per work area CVs Available Include site conditions					

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		Spoil areas Register available per area					
28	GSR 2	<b>PPE:</b> included in Risk Assessment PPE used and enforced Records of Issue kept Training to use (Induction) Registers for condition checks					
29	GSR 9 HCSRs	<b>Welding/Flame Cutting Equipment</b> Competent Person(s) appointed CVs available Equipment identified/numbered and entered into a register Equipment inspected monthly. Types of welding on site (List)					
30	RHCSS CR 7; 23 GSR 4	<b>Hazardous Chemical Use and Storage</b> Competent Person/s appointed CVs available Risk Assessments include use of HCSs Register of HCS kept/used on Site Flammable Store Bulk diesel storage Material Safety Data Sheets on file and utilised Other					
31	PER	<b>Pressure Equipment (PEs):</b> Competent Person/s (AIA) CV and AIA letter Risk Assessments include PEs Register of PEs's on Site Inspections & Testing by AIA: - after installation/re-erection or repairs  - every 12 - 36 months.					

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		<ul style="list-style-type: none"> <li>- Register/Log kept of inspections, tests. Modifications &amp; repair</li> <li>- Jacking requirements met</li> </ul> <b>Inspection Registers</b>					
32	GSR 3	<b>Emergency management:</b> First aiders available through project Level 3 First aid boxes through site Evacuation procedures Registers available (noted on site)					
33	GAR	<b>Incident Management:</b> Emergency co-ordinator appointed and CV available Emergency plan appropriate Emergency level included in Risk Assessments Workers trained Incident reports available and complete					
34	DMR 2	<b>Revolving Machinery</b> Exposed revolving parts to be countersunk, enclosed or guarded Projecting shaft or spindle end be guarded by a cap or shroud					
35		<b>Stop/start controls</b> Controls appropriate <b>Emergency stops/system</b>					
36	CRs RHCSs  GSR 2(a) MHSA	<b>Medical Surveillance Programme</b> Pre-placement Periodic Exit Workers at height Plant operators Random drug testing <b>DME Annual Medical report</b>					
37	NIHLRs	<b>Environmental Monitoring:</b> Noise levels					

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
	MHSA/ EnvR  RHCSs	Dust monitoring Lighting and Ventilation Temperature Silica Monitoring Report submitted to DoL					
38	CR 21 /	<b>Traffic accommodation</b> Competent persons appointed Traffic layouts for site camp indicating routes, direction and pedestrian access etc. Inspection Registers kept Changes and registers signed by RE Other					
39	CR / FRs	<b>Welfare Facilities:</b> Toilets available where crews are working/clean Clean potable water available Adequate eating facilities					
40	CR 28 FacRs	<b>General housekeeping, stacking and storage</b>					
41		HIV AND AIDS PROGRAMME HIV and AIDS Policy and plan available Condoms available Peer review programme available Ongoing training of workers					
42		<b>Other</b>					

**RESPONSIBILITY**

**SIGNATURE**

**Date:**

<b>OHS AGENT SIGNATURE:</b>		
<b>PC SIGNATURE:</b>		
<b>ENGINEER SIGNATURE:</b>		



<b>CLIENT SIGNATURE:</b>		
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# ANNEXURE BC

## CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included, but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

**Health and Safety close out file requirements include:**

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) Notification to Department of Labour of commencement of work
- f) Letters of Good Standing for the Project
- g) Full files for all Contractors as well as their close out reports
  - List of Contractors
  - Letters of Approval of Contractors
  - Mandatory Agreements
  - Letters of Good Standing
  - Appointments
- h) Incident Records
- i) Non- Conformance records
- j) Agent's Audits
- k) Method Statements
- l) Risk assessments
- m) Safe work procedures
- n) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended.
- o) All drawings for temporary structures (suspended beams/scaffolds etc)
- p) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

### **Defect and Liability Period**

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OH&S Agent prior to any work commencing.

A copy drawing records for the as-builts are to be placed on file by the Designers once complete.

# ANNEXURE BD

## NON CONFORMANCES

HEALTH AND SAFETY SITE INSPECTION NON CONFORMANCE NO		
<b>AGENT:</b>		<b>PROJECT:</b>
<b>Consultant:</b>		<b>Date and time:</b>
<b>Client</b>		<b>Area:</b>
<b>Contractor:</b>		
<b>ASPECTS NOTED:</b>	<b>COMMENTS:</b>	<b>COMPLETION REQUIRED BY (DATE):</b>
	•	
	•	
	•	
	•	
	•	
<b>PHOTOGRAPHIC EVIDENCE (if available):</b>		
1	2	
3	4	
<b>OTHER:</b>		
The following fines are to be applied:		
<b>Signature of RE</b>		
<b>Signature of H&amp;S Officer/Site Agent</b>		
<b>Signature: of H&amp;S Agent</b>		

CLOSE OUT OF CONFORMANCE			
VERIFIED BY AGENT	COMMENTS ON WHAT WAS DONE (ATTACH PROOF IF AVAILABLE)	DATE COMPLETED	
Lack of traffic accommodation of team at Kudu's Drift			
Lack of PPE			
Workers sitting under trucks without hard hats			
PHOTOGRAPHIC EVIDENCE, OR LIST OF ANNEXURE TO PROVE CLOSURE			
SIGNATURE OF H&S OFFICER OR SITE AGENT			
SIGNATURE OF RE			

## ANNEXURE BE

### C1.3.8 AGREEMENT IN TERMS SECTION 37.2 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993)

THIS AGREEMENT is made at ..... on this the  
..... day of.....in the year..... between

the KOUGA LOCAL MUNICIPALITY

(hereinafter called "the Client") of the one part, herein represented by

.....in his capacity as .....

and delegate of the Client in terms of the Client's standard powers of delegation pursuant to the provisions of Act No 7 of 1998.

and .....

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

.....in his capacity as .....

and being duly authorised by virtue of a resolution appended hereto as Annexure A.

WHEREAS the Client is desirous that certain works be constructed, viz

**CONTRACT NO:** ..... and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works and whereas the Client and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 as updated);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the contract documents pertaining to this contract;
- 2 This Agreement shall hold good from its commencement date, which shall be the date determined in terms of the Form of Offer and Acceptance, or other date decided upon, in the Contract Data, to either;
  - a) The date of the final certificate issued or as contained in this **Volume 1** of the contract documents pertaining to this Contract, or
  - b) The date of termination of the Contract;
- 3 The Mandatory declares himself to be conversant with the following:
  - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993 as updated), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
    - i. Section 8: General duties of clients to their employees;
    - ii. Section 9: General duties of clients and self-employed persons to persons other than employees;
    - iii. Section 10: General duties of manufacturers and others regarding articles and substances for use at work;

- iv. Section 37: Acts or omissions by employees or Mandatories, and
  - v. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
- b) The Contractor shall ensure that he familiarises himself with the requirements of the Company's health and safety specification developed for the project, and that he, his employees and any other Contractor s employed during the project comply with them. The Contractor shall ensure that all health and safety documentation required by with the Company's health and safety plan is maintained for the duration of the project.
  - 4 In addition to the requirements of conditions of contract (as amended by the Contract Data of the contract documents pertaining to this Contract), the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
  - 5 The Mandatory is responsible for the compliance with the Act by all his Contractors, whether or not selected and/or approved by the Client.
  6. The Mandatory warrants that all his own and his Contractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 as amended, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Client upon signature of the agreement.
  7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective clients will at all times comply with the following conditions:
    - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Client. If the mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Client.
    - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Client. The Client must further be provided with copies of all written documentation relating to any incident.
    - c) The Client hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his Contractors.
    - d) The Mandatory shall conduct such risk assessments, method statements and safe work practices as may be necessary during the course of the contract and shall ensure that all staff are informed of these. Proof of this shall be placed in the project Health and Safety file.
    - e) Adherence to the Contractor's Health and Safety plan must be enforced including the application of penalties for non-conformance as set out in the Client's Health and Safety Specification.

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

SIGNED FOR AND ON BEHALF OF THE CLIENT:.....

WITNESS:                    1..... 2.....

NAME (IN CAPITALS)        1..... 2.....

SIGNED FOR AND ON BEHALF OF THE MANDATORY:.....

WITNESS:                    1..... 2.....