

VICTOR KHANYE LOCAL MUNICIPALITY



A CIDB DOCUMENT

6CE PE, 7CE OR HIGHER

**PROVISION OF CIVIL ENGINEERING AND CONSTRUCTION OF WATER
RELATED INFRASTRUTURE IN REDUCING THE NON-REVENUE WATER
IN BOTLENG TOWNSHIP**

TENDER NO: T/RW07/WSIG/2022/2023/C

CLOSING DATE: 08 SEPTEMBER 2022

TIME: 10:00AM

Issued by:

Victor Khanye Local Municipality

Corner Van Der Walt Street and Samuel Road

Delmas

2210

South Africa

Contact: Jabulani Buthelezi

Telephone: 013 665 6000

e-mail: JabulaniB@vklm.gov.za

NAME OF TENDERER: _____

CSD No.: _____

CIDB No.: _____

NO BID WILL BE ACCEPTED FROM A PERSON IN THE SERVICE OF THE STATE

Tenderer:

Address:

.....

.....

Tel No.:

E-mail:

CONTENTS OF VOLUME 1

DESCRIPTION	COLOUR
-------------	--------

PORTION 1: TENDER

PART T1 TENDERING PROCEDURES

SECTION T1.1 TENDER NOTICE AND INVITATION TO TENDER White

SECTION T1.2 TENDER DATA Pink

SECTION T1.3 STANDARD CONDITIONS OF TENDER Pink

PART T2 RETURNABLE DOCUMENTS

Yellow

SECTION T2.1 LIST OF RETURNABLE DOCUMENTS

SECTION T2.2 RETURNABLE SCHEDULES

DESCRIPTION	COLOUR
<u>PORTION 2: CONTRACT</u>	
PART C1 AGREEMENTS AND CONTRACT DATA	
SECTION C1.1 FORM OF OFFER AND ACCEPTANCE	Yellow
SECTION C1.2 CONTRACT DATA	Yellow
SECTION C1.3 PERFORMANCE GUARANTEE	White
SECTION C1.4 GUARANTEE (CASH DEPOSIT)	White
SECTION C1.5 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	White
PART C2 PRICING DATA	
SECTION C2.1 PRICING INSTRUCTIONS	Yellow
SECTION C2.2 BILL OF QUANTITIES	Yellow
PART C3 SCOPE OF WORK	Blue
SECTION C3.1 DESCRIPTION OF THE WORKS	
SECTION C3.2 ENGINEERING	
SECTION C3.3 PROCUREMENT	
SECTION C3.4 CONSTRUCTION	
SECTION C3.5 MANAGEMENT	
SECTION C3.6 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATIONS	
SECTION C3.7 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE ENVIRONMENTAL MANAGEMENT PLAN	
PART C4 SITE INFORMATION	Green
SECTION C4.1 LAYOUT PLAN AND LOCALITY PLAN	
PART C5 ADDITIONAL DOCUMENTATION	White
<ul style="list-style-type: none"> • GUIDELINES FOR THE DEVELOPMENT OF A HEALTH AND SAFETY PLAN • BID CHECKLIST 	

T1.1 TENDER NOTICE AND INVITATION TO TENDER



INVITATION TO BID

AS PER ADVERTISEMENT ON THE CITY PRESS DATED 07 AUGUST 2022

CERTIFICATE OF VIRTUAL ATTENDANCE OF THE BRIEFING SESSION

This is to certify that I,.....
representative of (Tenderer).....
of (address).....
.....
Telephone No :
Cell No:

Attended the Virtual Briefing Session on theday of20.....

Signature of person authorised to sign the tender:

Date:

No Tender will be accepted if the contractor/supplier didn't attend the compulsory virtual briefing session

T1.2 STANDARD CONDITIONS OF TENDER

INDEX

Item	Description	Page No
F.1.	GENERAL.....	T1.2.1
F.1.1	Actions.....	T1.2.1
F.1.2	Tender documents.....	T1.2.1
F.1.3	Interpretation.....	T1.2.1
F.1.4	Communication and employer's agent.....	T1.2.1
F.1.5	The Employer's right to accept or reject any tender offer.....	T1.2.1
F.1.6	Procurement procedures.....	T1.2.2
F.2.	TENDERER'S OBLIGATIONS.....	T1.2.2
F.2.1	Eligibility.....	T1.2.2
F.2.2	Cost of tendering.....	T1.2.2
F.2.3	Check documents.....	T1.2.2
F.2.4	Confidentiality and copyright of documents.....	T1.2.2
F.2.5	Reference documents.....	T1.2.3
F.2.6	Acknowledge addenda.....	T1.2.2
F.2.7	Site visit and clarification meeting.....	T1.2.3
F.2.8	Seek clarification.....	T1.2.3
F.2.9	Insurance.....	T1.2.3
F.2.10	Pricing the tender offer.....	T1.2.3
F.2.11	Alterations to documents.....	T1.2.3
F.2.12	Alternative tender offers.....	T1.2.4
F.2.13	Submitting a tender offer.....	T1.2.4
F.2.14	Information and data to be completed in all respects.....	T1.2.4
F.2.15	Closing time.....	T1.2.4
F.2.16	Tender offer validity.....	T1.2.5
F.2.17	Clarification of tender offer after submission.....	T1.2.5
F.2.18	Provide other material.....	T1.2.5
F.2.19	Inspections, test and analysis.....	T1.2.6
F.2.20	Submit securities, bonds, policies, etc.....	T1.2.6
F.2.21	Check final draft.....	T1.2.6
F.2.22	Return of other tender documents.....	T1.2.6
F.2.23	Certificates.....	T1.2.6

Item	Description	Page No
F.3.	EMPLOYER'S UNDERTAKINGS.....	T1.2.6
F.3.1	Respond to clarification.....	T1.2.6
F.3.2	Issue addenda.....	T1.2.6
F.3.3	Return late tender offers.....	T1.2.6
F.3.4	Opening of tender submissions.....	T1.2.7
F.3.5	Two envelope system.....	T1.2.7
F.3.6	Non-disclosure.....	T1.2.7
F.3.7	Grounds for rejection and disqualification.....	T1.2.7
F.3.8	Test for responsiveness.....	T1.2.7
F.3.9	Arithmetical errors.....	T1.2.8
F.3.10	Clarification of a tender offer.....	T1.2.8
F.3.11	Evaluation of tender offers.....	T1.2.9
F.3.12	Insurance provided by the employer.....	T1.2.10
F.3.13	Acceptance of tender offer.....	T1.2.10
F.3.14	Notice to unsuccessful tenderers.....	T1.2.10
F.3.15	Prepare contract documents.....	T1.2.11
F.3.16	Issue final contract.....	T1.2.11
F.3.17	Complete adjudicator's contract.....	T1.2.11
F.3.18	Provide copies of contracts.....	T1.2.11
F.3.19	Provide written reasons for actions taken.....	T1.2.11
	Annexure A: Employer's Preferential Procurement Police.....	T1.2.12

T1.2 STANDARD CONDITIONS OF TENDER

F.1 GENERAL

F.1.1 Actions

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 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the Employer for the purpose of a Tender Offer are listed in the Tender Data.

F.1.3 Interpretation

F.1.3.1 The Tender Data and additional requirements contained in the tender schedules that are included in the Returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 The Conditions of Tender, the Tender Data and Tender Schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **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.

F.1.4 Communication and Employer's Agent

Each communication between the Employer and a Tenderer shall be to or from the Employer's Agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's Agent are stated in the Tender Data.

F.1.5 The Employer's right to accept or reject any Tender Offer

F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a

contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give reasons for such action upon written request to do so.

F1.5.2 The Employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.2 TENDERER'S OBLIGATIONS

The Tenderer shall comply with the following obligations:

F.2.1 Eligibility

Submit a Tender Offer only if the Tenderer complies with the criteria stated in the Tender Data and the Tenderer, or any of his principals is not under any restriction to do business with Employer.

F.2.2 Cost of tendering

Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender Offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Site visit and clarification meeting

Attend, where required, a site visit and/or clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply Land Location etc. and raise questions. Details of the meetings(s) are stated in the Tender Data.

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the Tender Offer

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

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

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the procurement documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the Tender Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Tender Offers

- F.2.12.1 Submit alternative Tender Offers only if a main Tender Offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative Tender Offer is to be submitted with the main Tender Offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.
- F.2.12.2 Accept that an alternative Tender Offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a Tender Offer

- F.2.13.1 Submit a Tender Offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.
- F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in **black ink**.
- 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.
- 2.13.4 Sign the original and all copies of the Tender Offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the Tender Offer.
- F.2.13.5 Seal the original and each copy of the Tender Offer as separate packages marking the packages as "ORIGINAL". The package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

- F.2.13.8 Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the Tender Offer if the outer package is not sealed and marked as stated.

F.2.14 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 being non-responsive.

F.2.15 Closing time

- F.2.15.1 Ensure that the Employer receives the Tender Offer at the address specified in the Tender Data not later than the closing date and time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept Tender Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.
- F.2.15.2 Accept that, if the Employer extends the closing date and time stated in the Tender Data for any reason, the requirements of these conditions of tender apply equally to the extended data.

F.2.16 Tender Offer validity

- F.2.16.1 Hold the Tender Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.
- F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

F.2.17 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 total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

F.2.18 Provide other material

- F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the Tender Offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangement, 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 of submission stated in the Employer's request, the Employer may regard the Tender Offer as non-responsive.
- F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.
-

F.2.19 Inspections, tests and analysis

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

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

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

Include in the tender submission the Employer with any certificates as stated in the Tender Data.

F.3. THE EMPLOYER'S UNDERTAKINGS

The Employer undertakes to:

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date of the Tender Notice and Invitation to Tender until seven days before the tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all Tenderers who drew documents.

F.3.3 Return late Tender Offers

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

F.3.4 Opening of tender submissions

- F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data. Tender submissions, for which acceptable reasons for withdrawal have been submitted, will not be opened.
- F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Tender Offer only.
- 3.4.3 Make available the record outlined in 3.4.2 to all interested upon request.

3.5 Two-envelope system

- 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.
- 3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Tenderer to influence the processing of Tender Offers and instantly disqualify a Tenderer (and his Tender Offer) if it is established that he engaged in corrupt or fraudulent practices, he offered an inducement or colluded with any person with a view to influencing the award of the contract.

F.3.8 Test for responsiveness

- F.3.8.1 Determine, after opening and before detailed evaluation, whether each Tender Offer properly received:

- a) meets the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

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

F.3.8.3 Reject a non-responsive Tender Offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of quantities or schedule of rates) applies 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 will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a Tender Offer

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the Tender Offer.

F.3.11 Evaluation of Tender Offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	<ol style="list-style-type: none"> 1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> 1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	<ol style="list-style-type: none"> 1) Score quality, rejecting and tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest.

	6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
--	--

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

F.3.11.2 Scoring Financial Offers

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

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

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

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

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

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P-P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = (1 - \frac{P-P_m}{P_m})$	$A = P / P_m$

Where:

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

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

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the Employer

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

F.3.13 Accept of Tender Offer

F.3.13.1 Accept Tender Offer only if the Tenderer complies with the legal requirements, if any, stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity

period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the information of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their Tender Offers have not been accepted.

F.3.15 Prepare contract documents

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

- a) Addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the Employer and the successful Tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

F.3.19 Provide written reasons for actions taken

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

ANNEXURE A

EMPLOYER'S PREFERENTIAL PROCUREMENT POLICY

1. LEGAL PROVISIONS

The attention of tenderers is directed to the provisions of the Preferential Procurement Regulations, 2017, terms of which provision is made for in Section T2.2, Returnable Documents.

2. PARTICULARS TO BE FURNISHED BY TENDERERS

Tenderers who wish to claim tender adjudication points in respect of B-BBEE Status level of Contribution and who desire to avail themselves of the preferences allowed must furnish the particulars required in section T2.2.

Blank or incomplete particulars or insufficient documentary proof thereof, or failure to sign the declaration, will be construed to mean that the Tenderer is not claiming preference points, in which case no points will be awarded.

T1.3 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure F** of the CIDB Standard for Uniformity in Construction Procurement or **Annexure F** of SANS 294, bound into Section T1.2

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 to which it mainly applies.

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

Reference to relevant clauses in the Standard Conditions of Tender		Addition or Variation to Standard Conditions of Tender
F.1.1.	Actions	The Employer is Victor Khanye Local Municipality. The term “bid” in the context of this standard is synonymous with the term “tender”
F.1.2.	Tender documents	Volume 1: Tender Document This document in which are bound Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Work, Site Information and Additional Documents. <i>Tenderers are reminded that irrespective of any other provision or requirement contained in the tender, the only mandatory required documents to be submitted with this tender are listed in Part T2 of the Returnable Documents.</i>
F.1.3.	Interpretations	
Add the following new clause: “F.1.3.4		The Tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.”
F.1.4.	Communication and Employer’s Agent	Mr. Jabulani Buthelezi Tel: 013 665 6000 / 081 036 7539 Email: JabulaniB@vklm.gov.za Mr. David Mahlangu (Supply Chain) Tel: 013 665 6000 / 060 980 1578 Email: davidm@vklm.gov.za
F.1.5 F.1.5.2	The employer’s right to accept or reject any tender offer	Replace the contents with the following: The employer may subsequent to the cancellation or abandonment of a tender

		process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work.
Reference to relevant clauses in the Standard Conditions of Tender		Addition or Variation to Standard Conditions of Tender
F.2.1	Eligibility	<p>Only those tenderers who are registered with the CIDB or are capable of being registered prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE PE, 7CE OR HIGHER of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of a joint venture is registered with the CIDB within 10 days from the closing date of tenders. 2. The lead partner has a contractor grading designation in 6CE PE, 7CE OR HIGHER Class of construction work; and 3. The combined contractor grading designation calculated in accordance with Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for a 6CE PE, 7CE OR HIGHER Class of construction work, are eligible to submit tenders.
F.2.2	Cost of tendering	<p>Add the following to the clause:</p> <p>“Accept that the Employer will not compensate the tenderer for any cost incurred in attending interviews in the office of the Employer or the Employer’s Agent.”</p>
F.2.7	Site visit and clarification meeting	<p>Where applicable, details of the compulsory clarification meeting with a representative of the Employer are stated in the Tender Notice and Invitation to Tender.</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers.</p> <p>Tender document will not be made available at the site visit and/or clarification meeting.</p>
F.2.8	Seek clarification	<p>Replace the contents of the following clause:</p> <p>“Requested clarification of the tender documents, if necessary, by notifying the Employer’s Official or the Employer’s Agent indicated in the Tender Notice and Invitation to Tender in writing at least 7 working days before closing time stated in the foregoing notice and clause F2.15</p>
F.2.9	Insurance	<p>Add the following to the clause:</p> <p>“Accept that the submission of a Tender shall be construed as an acknowledgement by the Tenderer that he is satisfied with, where applicable, the insurance cover the Employer will effect under the contract.”</p>

Reference to relevant clauses in the Standard Conditions of Tender		Addition or Variation to Standard Conditions of Tender
F.2.11	Alterations to documents	<p><u>Add the following</u> to the clause:</p> <p><u>“In the event of a mistake having been made on the price schedule, it shall be crossed out in ink and be accompanied by an initial at each and every price alteration.”</u></p> <p>If correction fluid has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or similar product.</p> <p><u>No correction fluid may be used</u> in a Price Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used the tender as a whole will not be considered.</p> <p>The Municipality will reject the bid if corrections are not made in accordance with the above.”</p>
F.2.12	Alternative Tender Offers	<p>Alternative tender offers</p> <p>Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer’s standards and requirements.</p>
F.2.13	Submitting a Tender Offer	
F.2.13.2		Each Tenderer is required to return the complete set of documents set of documents as listed in T2 with all the required information supplied and completed in all respects.
F.2.13.4		<p><u>Add the following</u> to the clause:</p> <p>“Only authorised signatories may sign the original and all copies of the tender offer where required in terms of F.2.13.3.</p> <ul style="list-style-type: none"> • In the case of a <u>ONE-PERSON CONCERN</u> submitting a tender, this shall be clearly stated.

		<ul style="list-style-type: none"> • In the case of a <u>COMPANY</u> submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company. • In the case of a <u>CLOSE CORPORATION</u> submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf. • In the case of a <u>PARTNERSHIP</u> submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender. • In the case of a <u>JOINT VENTURE/CONSORTIUM</u> submitting a tender, include <u>a resolution</u> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture. <p>In the case where the Tenderer has not submitted proof of authorisation with the Tender, the Employer reserves the right to, at any time after closure of the Tender, but before the award of the Tender, request the Tenderer to provide proof of authorisation within 7 (seven) calendar days from date of notification.</p> <p><u>Accept that failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive.”</u></p>
F.2.13.5		<p>The identification details are:</p> <ul style="list-style-type: none"> • Correct Tender reference number. • Correct Tender description • Correct closing time • Correct due date <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at:</p> <p>Victor Khanye Local Municipality Corner Van Der Walt Street and Samuel Road Delmas 2210 South Africa</p>
F.2.13.6		A two-envelope system will not be followed.
F.2.13.9		Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

Reference to relevant clauses in the Standard Conditions of Tender	Addition or Variation to Standard Conditions of Tender
F.2.14	<p>Information and Data to be completed in all respects</p> <p>Add the following to the clause:</p> <p>“Accept that the Employer shall in the evaluation of tenders take into account of the Tenderer’s past performance in executing similar building works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2 – Returnable Documents.</p> <p>Accept that the Employer is restricted in accordance with clause 5.(1)(h) of the Constructions Regulations, 2014, to only appoint a contractor with whom he is satisfied has the necessary competencies and resources to carry out the work safely.</p> <p>Accept that submitting inferior and inadequate information relating to health and safety (as required in clause F.2.23) shall be regarded as justifiable and compelling reasons not to award a contract to a Tenderer.”</p>
F.2.15 F.2.15.1	<p>Closing Time</p> <p>Details of the closing time for submission of tender offers are stated in the Tender Notice and Invitation to tender.</p>
F.2.16 F.2.16.1	<p>Tender Offer Validity</p> <p>The Tender Offer validity is 90 days.</p> <p>Add the following to the clause:</p> <p>“If the tender validity expires on Saturday, Sunday or Public holiday, the Tender Offer shall remain valid and open for acceptance until closure of business on the following day.”</p>
F.2.17	<p>Clarification of Tender offer after Submission</p> <p>Replace the contents of the clause with the following clause:</p> <p>“Provide clarification of a Tender Offer in response to a request to do so from the Employer during the evaluation of Tender Offers.</p> <p>This may include providing a breakdown of rates or prices and correction of arithmetical errors resulting from the product of the unit rate and the quantity by the adjustment of certain line item totals.</p> <p><u>No change in the unit rate or prices or substance of the Tender Offer is sought, offered, or permitted.</u></p>

Reference to relevant clauses in the Standard Conditions of Tender		Addition or Variation to Standard Conditions of Tender
F.2.19	Inspections, tests and analysis	The Tenderer must provide access during working hours to his premises for inspections on request.
F.2.23	Certificates	Refer to Part T2: Returnable documents for a list of documents that are to be returned with the tender.
Add the following new clause "F.2.24	Canvassing and obtaining of additional information by tenderers	<p>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>"No tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
Add the following new clause "F.2.25	Prohibitions on awards to persons in service of the state	<p>Accept that the Employer is prohibited to award a tender to a person:</p> <ol style="list-style-type: none"> a) Who is in service of state, b) If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) A person who is an advisor or consultant contracted with the municipality or municipal entity. <p>"In the service of the state" means to be –</p> <ol style="list-style-type: none"> a) a member of <ul style="list-style-type: none"> • any municipal council; • any provincial legislature; • the National Assembly or • the National Council of Provinces; b) a member of the board of directors of any municipal entity c) an official of any municipality or municipal entity d) an employee of any national or provincial department e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999) f) a member of the accounting authority of any national or provincial public entity; or g) an Employee of Parliament or a provincial legislature." <p>In order to give effect to the above, the questionnaire for the declaration of</p>

		interests in the tender of persons in service of state in Part T2 – Returnable Documents must be completed.”
Reference to relevant clauses in the Standard Conditions of Tender		Addition or Variation to Standard Conditions of Tender
Add the following new clause “F.2.26	Awards to close family members of persons in the service of state	<p>Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R2000 to a person who is spouse, child or parent of a person in the service of the state (defined in clause F.2.25), or has been in the service of the state in the previous 12 months, including –</p> <ul style="list-style-type: none"> a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Part T2 – Returnable Documents must be completed in full and signed.”</p>
Add the following new clause “F.2.27	Vendor registration	<p>Accept that each contractor is required to register as a supplier/service provider on the Victor Khanye Local Municipality vendor register before any payment can be done/made.</p> <p>Accept that if the Tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</p> <p>Accept that all parties of a Joint Venture/Consortium submitting a tender shall comply with the requirements of this clause.”</p>
Add the following new clause “F.2.28	Tax Clearance Certificate	In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium or individual valid tax clearance certificates for all members of the Joint Venture/Consortium.”
F.3.1	Respond to clarification	<p>Replace the contents of the clause with the following:</p> <p>“Respond to a request for clarification received up to 7 (seven) calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents.</p>

		Price	80	In accordance with Preferential Procurement Policy Framework Act (Act 5 2000).
		B-BBEE Status Level of Contributor	Points	Description
		1	20	
		2	18	
		3	14	
		4	12	
		5	8	
		6	6	
		7	4	
		8	2	
FUNCTIONALITY CRITERIA				
		TENDER EVALUATION CRITERIA FOR QUALITY	POINTS	MINIMUM THRESHOLD
		Profile of key staff	Max 45 Points	Min Threshold 22 points
		Attach CVs, copies of qualifications and professional registration	Construction Manager - with at least 5 years of post-graduate experience in construction management	20 points
			N. Diploma in Civil Engineering:	12
			B. Tech in Civil Engineering:	20
			Contracts Manager - with at least 5 years post-qualification experience in contracts management	15 points
			N. Diploma in Civil Engineering:	12
			B. Tech or higher in Civil Engineering:	15
		Construction Health and Safety Officer - At least 3 years post-qualification experience	10 points	
			Registered with the South African Council for Construction and Project Management Professions (SACPCMP)	10
			Safety Officer not registered with SACPCMP/ no information provided	0
		Previous experience of the company in similar assignments	Max 30 points	Min Threshold 15 points
		No information provided	0	
		1 Similar project	10	
		2 similar projects	15	
		3 similar projects	20	
		4 similar projects	25	

F.3.11.2			5 or more similar projects:	30	
		Quality Assurance	Quality Assurance - Attach copy of quality assurance plan or registration certificate	Max 15 Points	Min Threshold 10 points
			Contractor has no documented quality assurance plan points	0	
			Contractor has own documented quality plan of an acceptable standard	10	
			Contractor has ISO 9001 certificate	15	
		Commitment to Occupational Health and Safety as per of the OHSA (1993) and Construction Regulations (2014)	Adequacy and completeness of tenderer's preliminary health and safety plan including control procedures	Max 10 points	Min Threshold 5 points
			No submission	0	
			Poor (The health and safety plan is unlikely to satisfy project objectives)	3	
			Satisfactory (The health and safety plan are generic but tailored to address the general project objectives and does not include risk mitigation measures)	5	
			Good (The health and safety plan is specifically tailored to address the specific project objectives and includes risk mitigation measures)	10	
			TOTAL	100	
		Note: Bidders that score less than 70 points out of 100 in respect of functionality will be regarded as submitting non-responsive bids and will be disqualified.			
Should bidders meet the minimum required points, they will be evaluated in terms of price and preference as per the PPPFA Act, No. 5 of 2017 and its associated regulations issued by the National Treasury.					
Scoring Price and BBEE					
Stage 2: Price and BBEE Apply the 80/20 Preference Point System where a maximum of EIGHTY (80) tender adjudication point be awarded for price and a maximum of TWENTY (20) points for B-BBEE Status level of contribution respectively. Refer to Part 2 – Returnable Documents.					
F.3.11.7	Scoring Financial Offers	The maximum possible number of tender evaluation points awarded for the financial offer = $W_1 = 80$ The financial offer will be scored in terms of FORMULA 2 of the Standard Conditions of Tender (Section T1.3 of the document).			
F.3.12	Insurance provided by the Employer	Replace the contents of the clause with the following: "If required by any tenderer, submit for the tenderer's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.			
Reference to relevant clauses in the Standard Conditions of Tender		Addition or Variation to Standard Conditions of Tender			

<p>F.3.13</p> <p>F.3.13.1</p>	<p>Acceptance of Tender Offer</p>	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the Tenderer is able to produce a valid Tax Clearance Certificate issued by the South African Revenue Services; b) the Tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal service charges; c) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector, and d) the Tenderer has not: <ul style="list-style-type: none"> (i) abused the Employer's Supply Chain Management System, or (ii) failed to perform on any previous contract and has been given a written notice to this effect. e) It is considered that the performance of the services will not be compromised through any conflict of interest.
<p>F.3.18</p>	<p>Copies of Contract</p>	<p>One signed copy of contract shall be provided by the Employer to the successful Tenderer.</p> <p><i>The additional conditions of Tender are:</i></p> <p><i>The Victor Khanye Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.</i></p> <p><i>The Victor Khanye Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</i></p>

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS

INDEX

Section	Description	Page No
T2.1	LIST OF RETURNABLE DOCUMENTS.	T2.1
T2.2	RETURNABLE SCHEDULES.....	T2.2

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

Form A	Schedule of Proposed Sub-Contractors
Form B	Schedule of Plant and Equipment
Form C	Record of Addenda to Tender Documents
Form D	Proposed Key Personnel and Non-local Workers to be employed
Form E	Schedule of Work carried out by the Tenderer
FORM F – MBD 2	Tax clearance certificate
FORM G	Amendments and qualifications
FORM H – MDB 6.1	Preference claimed by the Tenderer for B-BBEE Status level of contribution
FORM I	Authority for Signatory
FORM J	Status of concern submitting tender
FORM K	Quality management systems
FORM L	Skills Transfer (Accreditation)
FORM M	Estimated monthly expenditure
FORM N	Key personnel /supervisory and management staff for labour-intensive work
FORM O - MDB 4	Declaration of interests in tender of persons in service of state
FORM P	Compliance with OHSA (Act 85 of 1993)
FORM Q	Company information for bids greater than R10 million
FORM R	Financial References
FORM S – MBD 8	Declaration of Bidder's past Supply Chain Management Practices
FORM T – MBD 9	Certificate of Independent Bid Determination

The following certificates / information are to be provided with the tender offer:

1. Copy of Certificate of Contractor Registration as proof of his registration with the CIDB as a Category **6CE PE, 7CE** or higher Contractor or Written proof of his application to the CIDB for registration as a Contractor in the category listed above.
2. **Letter of authorization to sign the form of Offer and where required in tender document.**
3. Copy of Certificate of Incorporation (if Tenderer is a Company)
4. Copy of Founding Statement (if Tenderer is a Closed Corporation),
5. Copy of JV Agreement (if Tenderer is a Joint Venture),
6. Copy of Identity Document (if Tenderer is a One-man concern),
7. Copy of the curriculum vitae of the person who prepares the Contractors Health and Safety Plan, and
8. Copy of the curriculum vitae of the Health and Safety Officer the successful Tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).

Returnable Documents that will be incorporated into the contract

C1.1	Offer Portion of Form of Offer and Acceptance
C1.2	Contract Data (Part 2)
C1.3	Performance Guarantee
C1.4	Guarantee (Cash Deposit)
C1.5	Occupational Health and Safety Agreement
C2.2	Bill of Quantities

T2.2 RETURNABLE SCHEDULES

INDEX

Item	Description	Page No
T2.2.1	FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS.....	T2.2.1
T2.2.2	FORM B: SCHEDULE OF PLANT AND EQUIPMENT.....	T2.2.2
T2.2.3	FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS...	T2.2.3
T2.2.4	FORM D: KEY-PERSONNEL AND NON-LOCAL WORKERS TO BE EMPLOYED.....	T.2.2.4
T2.2.5	FORM E: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER.....	T2.2.5
T2.2.6	FORM F: TAX CLEARANCE CERTIFICATE (MBD 2)	T2.2.6
T2.2.7	FORM G: AMENDMENTS OR QUALIFICATIONS.....	T2.2.8
T2.2.8	FORM H: PREFERENCE CLAIMED BY TENDERER FOR B-BBEE STATUS LEVEL OF CONTRIBUTION (MBD 6.1)	T2.2.9
T2.2.9	FORM I: AUTHORITY OF SIGNATORY.....	T2.2.14
T2.2.10	FORM J: STATUS OF CONCERN SUBMITTING TENDER.....	T2.2.15
T2.2.11	FORM K: QUALITY MANAGEMENT SYSTEMS.....	T2.2.16
T2.2.12	FORM L: SKILLS TRANSFER (ACCREDITATION).....	T2.2.17
T2.2.13	FORM M: ESTIMATED MONTHLY EXPENDITURE.....	T2.2.18
T2.2.14	FORM N: KEY-PERSONNEL/SUPERVISORY AND MANAGEMENT STAFF FOR LABOUR INTENSIVE WORK.....	T2.2.19
T2.2.15	FORM O: DECLARATION OF INTERESTS IN TENDER OF PERSONS IN SERVICE OF STATE (MDB 4)	T2.2.20
T2.2.16	FORM P: COMPLIANCE WITH OHSA (ACT 85 OF 1993).....	T2.2.21
T2.2.17	FORM Q: COMPANY INFORMATION FOR BIDS GREATER THAN R10 MILLION	T2.2.22
T2.2.18	FORM R: FINANCIAL REFERENCES.....	T2.2.23
T2.2.19	FORM S: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	T2.2.24
T2.2.20	FORM T: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD9)	T2.2.26

T2.2.1**FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS**

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

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1.			
2.			
3.			
4.			
5.			

Signature of person authorised to sign the tender:

Date:

T2.2.2**FORM B: SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

- (a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

T2.2.3**FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

T2.2.4

FORM D: KEY PERSONNEL AND NON-LOCALWORKERS TO BE EMPLOYED

The Tenderer shall insert in the spaces below, the name of non-local key personnel and non-local workers to be engaged on the Contract.

Please list the personnel that you intend to appoint on this contract.			
DESCRIPTION	<u>Name</u> of Full time member	Staff to be appointed on this contract	
		No of Full Time employment	No of Part Time employment
Contracts Manager			
Construction Manager			
Clerk			
Foreman			
Materials Technician			
Surveyor			
Operators			
Supervisor			
Labourers			
Other			
1.			
2.			
3.			
4.			
5.			

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:.....

T2.2.5**MBD 2****FORM F: TAX CLEARANCE REQUIREMENTS**

It is a Condition of Bidding that -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

T2.2.8**MBD 6.1****FORM H: PREFERENCE POINT CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment

Act, 2003 (Act No. 53 of 2003);

- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[Tick applicable box]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

T2.2.9

FORM I: AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

Signature of person authorised to sign the tender:

Date:

T2.2.10

FORM J: STATUS OF CONCERN SUBMITTING TENDER

1. GENERAL

State whether the Tenderer is a company, a closed corporation, a partnership or a one-man concern. (Make an X in the appropriate space below)

Company Closed Corporation Partnership
One-man concern Joint Venture

2. INFORMATION TO BE PROVIDED

2.1 If the Tenderer is a Company:

- (a) Affix a certified copy of the Certificate of Incorporation to this page.
- (b) List the Directors.

2.2 If the Tenderer is a Closed Corporation:

- (a) Affix a certified copy of the Founding Statement to this page.
- (b) List the Members.

2.3 If the Tenderer is a Partnership:

List the partners.

2.4 If the Tenderer is a One-man concern:

Provide the full name and ID number of the person.

2.5 If the Tenderer is a Joint Venture:

- (a) Affix a certified copy of the Founding Statement of each partner of the JV to this page.
- (b) Affix JV agreement.

3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act Nr. 89 of 1991) (Make an X in the appropriate space below)

NO YES Registration no.:

Signature of person authorised to sign the tender:

Date:

T2.2.11**FORM K: QUALITY MANAGEMENT SYSTEMS**

Briefly describe the construction quality system incorporated by the Tenderer in his organisation and which will be applicable to this Contract.

	Internal	External	Name of responsible Company /or Person (In case of Person give years' experience and qualification)
Survey: Setting out of the works and control			
Testing Laboratory			
Additional quality systems			

Signature of person authorised to sign the tender:

Date:

T2.2.12

FORM L: SKILLS TRANSFER

The Tender shall attach the following:

- CETA Accreditation Training Certificate
- Certificate and relevant accredited modules.
- Accredited training module of proposed mentoring program and detailed implementation plan in general plumbing as related to civil works.

T2.2.13

FORM M: ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall, in the table below, state the estimated cash flow on the contract based on his preliminary programme, his tendered unit rates and his submission of payment certificates to the Employer. Amounts for Contract Price Adjustment shall not be included.

Payment Certificate No.	Amount (VAT Included)				Cumulative cash flow
	a	b	a-b		
	Payments Received	Expenditure		Net cash flow	
1	None		d		z=d
2			e		y=z+e
3			f		x=y+f
4			g		w=x+g
5			h		v=w+h
6			etc		etc
7					
8					
9					
10					
etc					
Maximum negative cash flow: take the largest negative number in the right hand column and write it here					

From what sources will you fund the above amount (e.g. funds available internally, bank overdraft, loan, partner (his source), etc.)

.....

Signature of person authorised to sign the tender:

Date:

T2.2.14**FORM N: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF**

The Tenderer shall, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

CATEGORY OF EMPLOYEE	NAME OF EMPLOYEE	NQF LEVEL	LABOUR INTENSIVE SKILLS PROGRAMME UNIT STANDARD TITLES	DATE COMPLETED	YEARS EXPERIENCE
Contracts Manager					
Construction Manager					
Foreman/ Supervisor					
Team leader/ Supervisor					

Signature of person authorised to sign the tender:

Date:

T2.2.15

MBD 4

FORM O: DECLARATION OF INTERESTS IN THE TENDER OF PERSONS IN SERVICE OF THE STATE

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:..... 3.6 VAT

Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act

- No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with evaluation and or adjudication of this bid?..... **YES / NO**

3.10.1 If yes, furnish particulars.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

..... **YES / NO**

3.14.1 If yes, furnish particulars.....

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

Full Name	Identity Number	State Employee Number

.....
Date

.....
Capacity

.....
Signature

.....
Name of Bidder

T2.2.16**FORM P: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? **YES / NO**

2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees? **YES / NO**

4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? **YES / NO**

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings? **YES / NO**

6. Does the Contractor have a safety officer in his employment responsible for the overall safety of his company? **YES / NO**
If yes, please explain his duties and provide a copy of his CV.

7. Does the Contractor have trained first aid employees? If yes, indicate, who. **YES / NO**

8. Does the Contractor have a safety induction training programme in place? **YES / NO**
(If yes, provide a copy)

Signature of Tenderer:

Date:

T2.2.17

FORM Q: COMPANY INFORMATION FOR BIDS GREATER THAN R10 MILLION

- 1. The bidder is required by law to prepare annual financial statements for auditing:
 - i) for the past three years; or
 - ii) since their establishment or established during the past three years.

Indicate whether these have been done: Yes/No
(Refer also to Tender Data, Clause F.3.18)

- 2. Does the bidder have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

Yes/No

If so, state particulars:
.....
.....

- 3. Has any contract or contracts been awarded to the bidder by an organ of state during the past five years?

Yes/No

If so, state particulars:
.....
.....

- 4. Has there been any material non-compliance or dispute concerning the execution of such contract?

Yes/No

If so, state particulars:
.....
.....

- 5. Is any portion of the goods or services expected to be sourced out from outside the Republic?

Yes/No

If so, state what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic.
.....
.....

Signature of Tenderer:

Date:

T2.2.18**FORM R: FINANCIAL REFERENCES****FINANCIAL STATEMENTS**

I/We agree to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the "Council".

DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the 'Council'/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

BANK NAME:										
ACCOUNT NAME:										
ACCOUNT TYPE: (e.g. Savings, Cheque etc)										
ACCOUNT NO:	<u>For Tendering Purposes Do Not Insert Account Number.</u> <u>Only to be done if requested by Council / Engineer.</u>									
ADDRESS OF BANK:										
CONTACT PERSON:										
TEL. NO. OF BANK / CONTACT:										
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td><input type="checkbox"/></td> <td rowspan="4" style="vertical-align: middle;">(Tick which is appropriate)</td> </tr> <tr> <td>7-12 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td><input type="checkbox"/></td> </tr> </table>	0-6 months	<input type="checkbox"/>	(Tick which is appropriate)	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>	(Tick which is appropriate)								
7-12 months	<input type="checkbox"/>									
13-24 months	<input type="checkbox"/>									
More than 24 months	<input type="checkbox"/>									

Signature of Tenderer:

Date:

T2.2.19**MBD 8****FORM S: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years.
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or 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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2.20

MBD 9

FORM T: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulations prescribe that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This form serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by: **VICTOR KHANYE LOCAL MUNICIPALITY**, 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;

- (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

³ 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.

C. THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Performance Guarantee
- C1.4 Guarantee (CASH DEPOSIT)
- C1.5 Occupational Health and Safety Agreement

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Part C5 : Additional Documentation

- C5 Additional Documentation

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

AGREEMENTS AND CONTRACT DATA

INDEX

Section	Description	Page No
C1.1	FORM OF OFFER AND ACCEPTANCE.....	C1.1.1
C1.2	CONTRACT DATA.....	C1.2.1
C1.3	PERFORMANCE GUARANTEE.....	C1.3.1
C1.4	GUARANTEE (CASH DEPOSIT).....	C1.4.1
C1.5	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT.....	C1.5.1

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER

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

.....

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 returnable 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);

Rand.....

..... in figures)

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

For the Tenderer:

.....

Signature

.....

Name

.....

Capacity

Name and address of organisation:

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

Signature and name of witness:

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

Date:.....

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 T1 Tendering Procedures
- Part T2 Returnable Documents
- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information
- Part C5 Additional Documentation

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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.

After receiving a letter of acceptance, 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 of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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:

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.....

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the 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 change 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, 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:

For the Employer:

.....

Signature

.....

.....

Name

.....

.....

Capacity

.....

Name and address of organisation:

Name and address of organisation:

.....

.....

.....

.....

.....

.....

.....

.....

.....

Witness Signature

.....

.....

Witness Name

.....

.....

Date

.....

CONFIRMATION OF RECEIPT

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

the(day)

of(month)

20(year)

at(place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

C1.2 CONTRACT DATA

PROVISION OF CIVIL ENGINEERING AND CONSTRUCTION OF WATER RELATED INFRASTRUCTURE IN REDUCING THE NON- REVENUE WATER IN BOTLENG TOWNSHIP

CONTRACT DATA

INDEX

Item	Description	Page No
C1.2.1	GENERAL CONDITIONS OF CONTRACT.....	C1.2.1
C1.2.2	VARIATIONS AND ADDITIONS TO THE GENERAL CONDITIONS OF CONTRACT (SPECIAL CONDITIONS OF CONTRACT).....	C1.2.2
C1.2.3	DATA PROVIDED BY THE EMPLOYER.....	C1.2.18
C1.2.4	DATA PROVIDED BY THE CONTRACTOR.....	C1.2.20

C1.2.1 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract applicable to this Contract shall be the General Conditions of Contract for Construction Works, Third Edition (2015) of the South African Institution of Civil Engineers (SAICE), read together with the Variations and Additions to the Conditions of Contract (Special Conditions of Contract) as well as the Data provided by Employer.

Tenderers, Contractors and Subcontractors shall obtain their own copies of the document General Conditions of Contract for Construction Works, Third Edition (2015) for tendering purposes and for use for the duration of the Contract from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 and shall bear all expenses in this regard.

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT (SPECIAL CONDITIONS)

The following variations and additions to the **GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)**, shall apply to this Contract:

Clause/ Sub-Clause	Special Conditions
1.1.1	Add the following new paragraph to Sub-Clause 1.1.1.5 : The Commencement Date shall not be later than 28 days after the date of delivery of Letter of Acceptance unless otherwise agreed in terms of the Contract.
1.1.1	Add the following new Sub-Clause 1.1.1.35 : "Construction Manager" means the natural or juristic person or partnership named as the Construction Manager in the Contract Data or any other person appointed from time to time by the Employer and notified in writing to the Contractor to act as Construction Manager for the purposes of the Contract in place of the Construction Manager so named.
1.1.1	Add the following new Sub-Clause 1.1.1.36 : "Materials Manager" means the natural or juristic person or partnership named as the Materials Manager in the Data provided by Employer or any other person appointed from time to time by the Employer and notified in writing to the Contractor to act as Materials Manager for the purposes of the Contract in place of the Materials Manager so named.
1.1.1	Add the following new Sub-Clause 1.1.1.37 : "Training Manager" means the natural or juristic person or partnership named as the Training Manager in the Data provided by Employer or any other person appointed from time to time by the Employer and notified in writing to the Contractor to act as Training Manager for the purposes of the Contract in place of the Training Manager so named.
	Add the following new Sub-Clause 1.1.1.38 : "Letter of Acceptance" means the written communication by the Employer to the Contractor recording the acceptance by the Employer of the Contractor's Bid.
1.2.1	Add the following to the clause:
1.2.1.3	Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.
1.2.1.4	Posted to the Contractor's address, and delivered by the postal authorities.
1.2.1.5	Delivered by a courier service, and signed for by the recipient or his representative.

Clause/ Sub-Clause	Special Conditions
1.2.3	<p>Add the following new Sub-Clause 1.2.3:</p> <p>The Employer has authorised the Manager: Project Management Unit (PMU) to act on his behalf in respect of this Contract, save for such duties or functions</p> <p>1.2.3.1 which other holders of office ex-officio execute on behalf of the Employer; or</p> <p>1.2.3.2 for which the Manager: Project Management Unit (PMU) has no authority and the Employer’s approval is required before execution thereof.</p>

Clause/ Sub-Clause	Special Conditions
3.1.3	<p>The Engineer is required to obtain the approval of the Employer:</p> <p>3.1.3.1 for expenditure on the Contract to exceed the Contract Price;</p> <p>3.1.3.2 prior to the execution of any of the following duties or functions:</p> <p>1.1.1.5 <i>Delivery of the written notice to commence the execution of the Works.</i></p> <p>3.2.1 <i>Nomination of person as Engineer's Representative.</i></p> <p>3.2.4 <i>Authorisations to Engineer's Representative or any other person.</i></p> <p>4.10.1 <i>Approval to use the Site for other purposes such as housing.</i></p> <p>5.6.1 <i>Approval of programme of construction.</i></p> <p>5.7.2 <i>Permission to carry out work by day and by night</i></p> <p>5.8 <i>Approval to work on special non-working days and between sunset and sunrise, i.e. at night</i></p> <p>5.9.7 <i>Approval of Contractor's designs.</i></p> <p>5.11.1 <i>Suspension of progress of Works.</i></p> <p>5.12.1 <i>Granting of extension of time.</i></p> <p>5.13.2 <i>Reduction of penalty for delay</i></p> <p>5.14.2 <i>The issue of a Certificate of Practical Completion.</i></p> <p>5.14.4 <i>The issue of a Certificate of Completion.</i></p> <p>5.16.1 <i>The issue of a Final Approval Certificate.</i></p> <p>6.3.1 <i>Variation Orders in respect of variations which are not small.</i></p> <p>6.6 <i>Instruction to expend on Provisional and Prime Cost Sums.</i></p> <p>6.11 <i>Adjustment of Preliminary and General allowances.</i></p> <p>7.8.1 <i>Order to execute work of repair, etc, during the Defects Liability Period.</i></p> <p>7.8.2.2 <i>Determination of value of repair work</i></p> <p>8.2.2.2 <i>Order to repair and make good damage arising from any "excepted" risk.</i></p>
3.2.7	<p>Add the following new Sub-Clause 3.2.7:</p> <p>The Employer may, in his sole discretion, provide technical support services to the Contractor if so requested by the Contractor.</p>

Clause/ Sub-Clause	Special Conditions
	<p>The technical team providing such support services will be appointed and remunerated by the Employer. The technical team will consist of the Engineer and a person or persons acting as Training, Construction and Materials Managers, depending on the services to be provided and the scope of the functions to be executed.</p> <p>3.2.7.1 In addition to his duties and functions in terms of 3.1.1, the Engineer will co-ordinate the work of the technical team providing the support services.</p> <p>3.2.7.2 The Construction Manager acts as mentor to the Contractor in respect of the following functions, which are described fully in the SAACE document, Guideline Contract Specific Data C4 - Construction Management Services of the Form of Agreement for Consulting Services for Labour-Intensive Construction Projects:</p> <ul style="list-style-type: none"> i) Programming the execution of the works. ii) Interpretation of drawings, specifications and related contractual matters. iii) Workforce structuring, employment and management. iv) Guidance to expedite work progress/ improve productivity. v) Setting out of works. vi) Safety measures and legislation requirements. vii) Materials handling. viii) Tools and equipment needs. ix) Financial matters. x) Training requirements. xi) Security aspects. xii) Quality control systems. <p>3.2.7.3 The Materials Manager is responsible for the following functions which are described fully in the SAACE document, Guideline Contract Specific Data C5 - Materials Procurement Services of the Form of Agreement for Consulting Services for Labour -Intensive Construction Projects on the Contract:</p> <ul style="list-style-type: none"> i) Establishment of stores. ii) Determination of store administration procedures. iii) Determination of requirements of store staff. iv) Employment of store staff. v) Staff guidance, supervision and training. vi) Acquisition of materials. vii) Issue of materials. viii) Upholding of an assets register. ix) Insurance of assets.

Clause/ Sub-Clause	Special Conditions
4.3.1	<p>Add the following to the clause:</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>
4.3.3	<p>Add the following new clause:</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the Victor Khanye Local Municipality included in section C1.5.</p>
4.3.4	<p>Add the following new clause:</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.5	<p>Add the following new clause:</p> <p>Contractor’s Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>

Clause/ Sub-Clause	Special Conditions
4.5	<p>Add the following new Sub-Clauses:</p> <p>4.5.5 On the request of the Contractor, the Employer may, in his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits.</p> <p>4.5.6 The Employer will not advance any funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.</p>
4.11.1	<p>Add the following to Clause 4.11.1</p> <p>Notwithstanding the wording of this Clause, on request of the Contractor the Employer may in his sole discretion, provide trade-skills training to the Contractor's employees to improve their competency and efficiency commensurate with the requirements of the Works.</p>
5.12.2	<p>Add the following to Clause 5.12.2</p> <p>5.12.2.5 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 Engineer 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>
	<p>5.12.2.6 Extension of time due to Abnormal Rainfall</p> <p>Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply.</p>
	<p>Method 1: Rainfall Formula Method</p> <p>The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project Specifications, shall be</p>

Clause/ Sub-Clause	Special Conditions
	<p>considered suitable for the determination of extension of time due to abnormal rainfall in accordance with this method.</p> <p>Extension of time arising from abnormal rainfall, shall be calculated separately for each calendar month or part thereof for the full period of completion of the Contract, including any extension thereof, in accordance with the rainfall formula given below:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>If V is positive and greater than the number of calendar days in the calendar month under consideration, V shall be taken as equal to the number of calendar days in the relevant calendar month.</p> <p>The symbols shall have the following meanings:</p> <p>V = extension of time in calendar says in respect of the calendar month under consideration.</p> <p>Nw = actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</p> <p>Rw = actual rainfall in mm for the calendar month under consideration.</p> <p>Nn = average number of days as derived from existing rainfall records, on which a rainfall or Y mm or more has been recorded for the calendar month. Rainfall records and/or the derived values of Nn will be provided in the Specifications.</p> <p>Rn = average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the derived values of Rn will be provided in the Project Specifications.</p> <p>X = 20, unless otherwise provided in the Project Specifications.</p> <p>Y = 10, unless otherwise provided in the Project Specifications.</p> <p>The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for</p>

Clause/ Sub-Clause	Special Conditions
	<p>completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of Nn and Rn being used.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm and wet conditions prevented or disrupted work.</p> <p>The factor $\frac{(Rw - Rn)}{X}$ shall be considered to represent a fair allowance for variations from the allowance for variations from the average number of days when wet conditions further to that allowed for the factor (Nw – Nn), prevented or disrupted work during the calendar month.</p> <p>Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with.</p> <p>This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5) (Critical Plan Provision) hereof.</p> <p>Method 2: Expected Delay Method</p> <p>The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working days (based on a working week of five normal working days) due to normal rainfall, for which he will not receive any extension of time.</p> <p>Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded of to an integer.</p> <p>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub-Clause (5) (Critical Path Condition) hereof, exceed the number of "n" normal working days.</p> <p>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5) (Critical Path Condition) hereof.</p>

Clause/ Sub-Clause	Special Conditions
6.2.3	<p>Add the following to Clause 6.2.3:</p> <p>As an alternative to a security, the Contractor may deposit with the Employer a cash amount in a sum equal to the amount stated in the Data provided by Employer. All the provisions in respect of the security apply mutatis mutandis to the cash deposit except that the amount deposited will be repaid to the Contractor within 30 days after the issue of the Certificate or Certificates of Completion in respect of the whole of the permanent works.</p>
6.6.2	<p>Add the following to Clause 6.6.2:</p> <p>The amount of the charge to be paid to the Contractor shall be in the same proportion to the actual amount paid to the Contractor as the charge included by the Contractor in his Tender bears to the Prime Cost Sum in the Tender.</p>
6.9	<p>Add the following new Sub-Clause:</p> <p>6.9.6 Should the Employer provide a materials management support service to the Contractor, the Contractor's responsibility in terms of this Clause will commence on receipt of the materials.</p>
6.10.4	<p>Replace the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within the number of working days stated in the Contract Data" respectively.</p>
6.10.6.2	<p>Replace Clause 6.10.6.2 with the following new Clause 6.10.6.2:</p> <p>6.10.6.2 No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.</p>
6.10	<p>Add the following new Clause 6.10.10:</p> <p>6.10.10 The Contractor shall be paid at Delmas in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the Victor Khanye Local Municipality, unless otherwise stated in the Data provided by</p>

Clause/ Sub-Clause	Special Conditions
	Employer.
9.2.1	Replace the wording “fourteen (14) days” in Clause 9.2.1 with the wording “for the period stated in the Contract Data”.

C1.2.3 DATA PROVIDED BY THE EMPLOYER

	Clause	
The Defects Liability is	1.1.1.13	12 Months
The time for achieving Practical Completion is	1.1.1.14	12 Months
Name of Employer	1.1.1.15	Victor Khanye Local Municipality
Address of Employer	1.2.1.2	<i>The Municipal Manager: Corner Van Der Walt Street and Samuel Road Delmas 2210 South Africa</i> <i>Tel: (013) 665 6000 Fax:(013) 665 2913</i>
Name of the Engineer	1.1.1.16	<i>Tlou Consulting (Pty) Ltd Contact: Toriso Tlou Alternatively: James Nnzeru</i>
Address of Engineer	1.2.1.2	<i>121 Boshoff Street Nieuw Muckleneuck Pretoria 0187 Tel: (012) 336 9800</i>
The pricing strategy is	1.1.1.26	
Construction Manager	Special Condition 1.1.1.35	None
Materials Manager	Special Condition 1.1.1.36	None
Applicable labour laws	4.3.1	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 Sectorial Determination 2: Civil Engineering Sector, Government Gazette No. 33505 dated 27 August 2010, with effect from (w.e.f.) 1 September 2010, as corrected by Government Gazette 33804 dated 26 November 2010) Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per correct Government Gazette No. 42986 dated 31 January 2020 (Revised on 17 February 2020), shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers
The documentation required before commencement with Works execution are	5.3.1	Health and safety Plan (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
Time within which Works to be commenced	5.3.1	14 Days after the Commencement Date.
The time to submit the documentation required before commencement with Works execution is	5.3.2	14 days

	Clause	
Programme to be furnished within	5.6.1	14 Days after the Commencement Date.
The special non-working days are	5.8.1	Official builder holidays plus statutory public holidays.
Normal working hours	5.8.1	Monday to Friday, Between 07:00 and 17:00.
The penalty for failing to complete the whole of the works	5.13.1	R 2500 per calendar day.
Time for Completion	5.5.1	12 months
Amount of Security	6.2	10% of Tender Sum (Exclusive of contingencies and VAT)
Time within which Security to be provided	6.2	14 Days after receipt of Letter of Acceptance.
Duration of Security	6.2	Until issue of Certificate of Completion.
Payment to labour-intensive component of the works	6.1.1	Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict
Contract Price Adjustment Schedule	6.8.2	NA - Not Applicable
CONTRACT PRICE ADJUSTMENT SCHEDULE	6.8.2	x = 0,10 a = 0,15 b = 0,20 c = 0,55 d = 0,10
Delivery of Contractors Statement	6.10.1	Monthly
Percentage on material not yet built into the Permanent Works (MOS)	6.10.1.5	80%
Percentage retention	6.10.3	10%
Limit of retention money	6.10.3	5% of Contract Price
Retention money Security	6.10.3	Not permitted.
Delivery of payment certificate by Engineer to Employer	Special Conditions 6.10.4	7 days
After receipt by Engineer of Contractor's statement, Employer to pay Contractor within:	Special Conditions 6.10.4	30 days
Making good of defects in Defects Liability Period	7.8.1	12 Months.
Preferred method for determination of disputes	10.7.1	Arbitration.
Cancellation of the Contract by the Employer	Special Conditions 9.2.1	14 days

C1.2.4 DATA PROVIDED BY THE CONTRACTOR

Clause	Contract Data		
1.1.1.9	The name of the Contractor is:		
1.2.1.2	The address of the Contractor is:		
6.8.3	The variation in cost of special materials is:		
	Type of Special Material	Unit	Rate or Price

C1.3 PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

WHEREAS the **Victor Khanye Local Municipality** (hereinafter referred to as the “Council”),

enters into a Contract (No) with

.

(hereinafter referred to as the “Contractor”)

for

.

AND WHEREAS in terms of the General Conditions of the Contract the Contractor is required to furnish an acceptable guarantee for the due and proper fulfilment by him of all his duties and obligations in terms of the said contract.

NOW THEREFORE we the undersigned

. [full names of authorized agent(s)]

.

and acting in my/our capacity as

and

and as such duly authorized thereto, do hereby bind the said

(hereinafter referred to as the “Guarantor”) as surety and co-principal Debtor in solidum for the sum of

R

(. (in words))

for the due and proper fulfilment by the Contractor of all or any of his duties and obligations in terms of the said Contract.

The Guarantor further undertakes, in the event of the Contractor failing duly and properly to fulfil any of his duties and obligations in terms of the said Contract or in the event of termination of the Contract by the Council in terms of the General Conditions of Contract, to pay to the Council the said sum of

R

(. (in words))

or such portion thereof as may be required by the Council, immediately upon receiving written demand

from the Council which written demand shall be addressed to the Guarantor at (domicilium address)

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

The Guarantor further hereby renounces the benefits of the legal exceptions:

- Exceptio non numerate pecuniae
- Exception non causa debiti
- Beneficium duobus vel pluribus reis debendi
- Beneficium ordinis deu excussionis
- Beneficium Divisionis

and all other defence which could be pleaded against the validity of this guarantee, with the meaning and effect of which it declares itself to be fully acquainted.

This undertaking shall remain in full force and effect up to and including the date of issue of the Certificate of Completion, as provided for in the General Conditions of Contract, unless the Guarantor is advised in writing by the Council 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.

This document is not negotiable or transferable.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4 GUARANTEE (CASH DEPOSIT)

CONTRACT NO.: T/RW07/WSIG/2022/2023/C

Employer: Victor Khanye Local Municipality

Contractor:.....

Description of Contract:

I/We, the undersigned,.....
(Contractor)

Do deposit herewith cash *a bank certified cheque", in the amount of
.....
....., as
surety for

the due performance of the Contract by the abovementioned Contractor, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor, renouncing all benefits from the legal exceptions ordinis seu excussions et divisions no value received and all other exceptions which might or could be pleaded against the surrender of this deposit.

The deposit shall be returned to the Contractor on the issue of the Completion Certificate in terms of the Contract, unless the Contractor is advised in writing by the Employer before issue of the said Certificate of his intention to institute claims and the particulars thereof, in which event this deposit shall remain in force until all such claims are paid or settled.

FOR AND ON BEHALF OF (Contractor)

AT.....on this day of20.....

SIGNATURE:

CAPACITY:

ADDRESS:

.....

AS WITNESS: 1.....

2.....

C1.5: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the Victor Khanye Local Municipality or any other institution that do work for or on behalf of Victor Khanye Local Municipality. (Or any other institution in the Jurisdiction of Victor Khanye Local Municipality)

This agreement is between:

THE CONTRACTOR:

Herein represented by

In his capacity asBeing duly authorized hereto hereinafter referred to as "contractor".

Compensation Commissioner Number:

(Attach a copy of the Registration Certificate to this agreement)

Company : Name:

Registration Number:

CEO/DIRECTOR: Name:

ID Number:

Physical Address:

.....

And the

Victor Khanye Local Municipality
(Hereinafter referred to as "the Council")

1. DEFINITIONS

1.1 **CONTRACTOR** Means the "Contractor" as defined in the "Principal Contract" Annexed hereto in his capacity as mandatary.

1.2 **MANDATARY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.

-
- 1.3 **THE PRINCIPAL CONTRACT** Means the contract annexed as Form of Offer and Acceptance, Section C1.1
- 1.4 **COUNCIL** Means the Victor Khanye Local Municipality.
- 1.5 **RISK CONTROL OFFICER** A person appointed in writing by Council.
- 1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

2. OBJECTIVE

- 2.1 Whereas Council and the Contractor have entered into a contract for service (work) as fully indicated in the "Principal Contract" and whereas the "Contractor" agreed to indemnify Council against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Council and the Contractor's obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for Council within the jurisdictional area of the Council and on any premises which are owned, rented or developed by the Council.
- 2.3 The Council acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:

3. INDEMNITIES

- 3.1 The "Contractor" hereby indemnifies the "Council" against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the "Contractor" of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2014 as promulgated on 07 February 2014, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 37305 and Regulation Gazette No. R.84
- 3.1.2 The Health Act 63 of 1977.
- 3.1.3 Road Traffic Act 29 of 1989 (as amended).
- 3.1.4 Environment Conservation Act 73 of 1989.
- 3.1.5 The National Water Act 36 of 1998.
- 3.1.6 The Criminal Procedure Act 51 of 1977.
- 3.1.7 The Explosives Act 26 of 1956.
- 3.1.8 The Arms and Ammunition Act 75 of 1969.
- 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
-

- 3.1.10 The Labor Relations Act 66 of 1995.
 - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
 - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
 - 3.1.13 Standards Act 29 of 1993.
 - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
 - 3.1.15 Any other health and safety standard prescribed by the "Council".
- 3.2 The "Contractor" shall ensure that he familiarises himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "Council" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Council" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whatsoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

4. PERFORMANCE SAFE WORKING PRACTICE

- 4.1 The "Council" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Council's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The "Council" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. LOCK OUT PROCEDURE

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipelines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, levers, valves or appliances must be put in the "off" or "closed" position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a
-

team, must put a separate lock on the switch, lever, valve or appliance.

6. CRANES, VEHICLES AND HOISTING

- 6.1 For each crane or hoisting equipment used, the “Contractor” must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the “Council”.
- 6.2 Only trained personnel with written permission and where determined by Law, with a valid driver’s license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self driven forklift, tractor or any other crane or vehicle. No employee of the “Contractor” may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
- i) An agreement was concluded with the “Council”.
 - ii) Approval has been obtained from the “Council” to perform the work.
 - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.3 The “Contractor” shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the “Contractor”

7. MACHINE VALANCES, PROTECTION AN FENCING

- 7.1 No machine valances, protection or fencing may be removed from machines, manholes, etc without the written permission of the “Council” if applicable exemption procedures were not appropriated.

8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

- 8.1 No equipment or appliance belonging to “Council” may be used without written permission from “Council”.
- 8.2 Unless prior arranged, “Contractors” must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the “Contractor” with respect to loss, damage and theft.
- 8.3 In exceptional cases, where tools and equipment belonging to the “Council” are used to finish the contract, the said equipment and tools are used at own risk and the “Contractor” indemnifies the “Council” from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The “Contractor” is responsible for the returning of said tools and equipment in the same condition or better. The “Contractor” is responsible to the “Council” for any damage or excessive wear of such tools or equipment and material.

9. EXCAVATIONS

- 9.1 Before any excavations commence, written permission must be obtained from the “Council” to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (DoL) and the “Council” for approval.
- 9.5 Written permission must be obtained from the “Council” to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

10. FIRST AID

- 10.1 The “Contractor” must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
 - (i) SA Red Cross Association;
 - (ii) St Johns Ambulance;
 - (iii) SA First Aid League; or
 - (iv) A person or organization approved by the “Council” for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency the “Council’s” Fire Department and Emergency services may be contacted at Tel: -----, Email: -----.

11. FLAMMABLE LIQUIDS

- 11.1 The “Contractor” shall be held responsible for the necessary precautionary fire prevention measures. “No smoking” signs must be put up where applicable. The “Contractor’s” employees must be informed of the “Council’s” fire prevention measures and evacuation procedures.

12. COMPENSATION BY CONTRACTOR

- 12.1 The “Contractor” shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the “Contractor” or the “Contractor’s” employees.

13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

- 13.1 The “Contractor” is warned that any act(s) leading to damage or loss of employees of the “Contractor” or the “Council” shall not be tolerated. The “Council” may (without any reason) demand that any employee of the “Contractor” be withdrawn from the principal “Contract” or site.

14. INCIDENT REPORTING

- 14.1 All incidents referred to in Section 26 of the Occupational Health and Safety Act and or other incidents shall be reported, by the “Contractor”, to the Department of Labour, as well as to the “Council” and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday to
.....The “Council” shall further be provided with a written report relating to any incident.
- 14.2 The “Council” will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the “Contractor” and/or his employees and/or his subcontractors.
- 14.3 The “Contractor” undertakes to report to the “Council” anything deemed to be unhealthy and/or unsafe and that he undertakes to communicate with his employees and/or subcontractors in this regard.

15. LIAISON AND SUPERVISION

- 15.1 The “Contractor” hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and the “Council” representative regarding any hazards or incidents that may be identified or encountered during the performance of the “Principal Contract”.

16. SERVICE INTERRUPTION

- 16.1 Should any work done by the “Contractor” cause a possible interruption, written permission must be obtained from the “Council” before such work commences. The “Contractor” may not switch on or off any compressed air, steam, oxygen, vacuum supply, or electrical supply without written permission from the “Council”.

17. CONFIDENTIALITY

- 17.1 The “Contractor” and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.
 - 17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the “Council”.
 - 17.3 The “Contractor” shall not put up any advertisements or billboard at the site without permission.
-

- 17.4 The "Contractor" shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the "Council", or have photographs taken, published or let it be published.

18. CONTRACT SITE AND PRESERVATION

- 18.1 Employees of the "Contractor" shall not be allowed entrance to the site unless a valid identity document, issued by the "Council", is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

19. COMPLETION OF WORK

- 19.1 The "Contractor" or his employees shall not leave the contract site before the "Council" is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

- 20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms are brought onto the premises.

21. SEARCHES

- 21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by the "Council" appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

22. GENERAL CONDITIONS

- 22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor"

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "Council" in order to ensure and uphold the implementation and enforcement of the provisions referred to in subparagraph 1, to the satisfaction of the said representative;

- 22.1.3 shall indemnify the "Council" against any or all liability which may be incurred by the "Council" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;
- 22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which the "Council" may have incurred as a consequence of any criminal charges or other proceedings pending against or involving the "Council" as a result of the contravention or non-compliance by the "Contractor", his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.
- 22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the "Council" shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay the "Council", upon demand, all costs and expenses incurred by the "Council", in order to execute or have the said orders executed.
- 22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the "Council" will be entitled to terminate the contract without incurring any further costs or claims from the contractor.

23. "CONTRACTOR" IDENTIFICATION BOARD

- 23.1 The "Contractor" shall provide on any work premises a temporary identification board containing at all worksites the following information:
 - a) Company name
 - b) On behalf of which division/department the work is being done
 - c) The contact number and name of the person representing the "Contractor"
 - d) The contact number and name of the person representing the "Council"

24. ACKNOWLEDGEMENT

- 24.1 The "Contractor" hereby acknowledges that he has read and received a copy of the "Principal Contract" and agrees to be bound by and undertakes to observe all the terms and conditions of the "Principal Contract". This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25. EXCEPTIONS AND OMISSIONS

THE CONTRACTOR

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE CONTRACTOR

- 1.
- 2.

THE COUNCIL

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE COUNCIL

- 1.
- 2.

INDEMNITY CERTIFICATE

Contractor: _____

Employer: Victor Khanye Local Municipality

Contract: _____

I/we _____

Hereinafter the "Contractor".

The "Contractor" hereby indemnifies the Victor Khanye Local Municipality (Council) against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against the "Council", as well as of any loss or damage which the "Council" suffers or expenditure the "Council" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Council" suffers.

THUS done and signed at on this day of
.....20.....

WITNESSES:

1.
.....
CONTRACTOR

2.
.....
COUNCIL

ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as.....

Duly authorized hereto.....representing

..... (The Contractor/s), acknowledge

receipt of a copy of the Victor Khanye Local Municipality’s safety manual for contractors and the under mentioned person as my supervisor regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

SIGNED AT ON20.....

I, accept the abovementioned appointment and declare that I am familiar with the contents of the Victor Khanye Local Municipality’s Safety Manual for contractors.

CASUALTIES REGISTRATION NUMBER

SIGNED AT ON20.....

SIGNATURE:

WITNESSES: 1.

2.

A copy of this certificate shall be submitted to the “Council” before any work commences.

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

C2.1 PRICING INSTRUCTIONS

1. The Tender Data, the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
 2.
 - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
 - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
 - c. Clause 8 of each Standardised Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
 3. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the latest issue of "Civil Engineering Quantities". Should any requirement of the measurement and payment clause of the applicable Standardised Specification, Project Specification or the Particular Specification(s) conflict with the terms of the Schedule or relevant "Civil Engineering Quantities", the requirement of the Standardised, Project or Particular Specification, as applicable, shall prevail.
 4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
 5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. VAT will be added last on the summary page of the Bill of Quantities.

Such prices shall cover all costs and expenses that may be required in and for the construction 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.
 6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
 7. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.

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 is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.
-

All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.

Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer

8. The units of measurement described in the Bill of Quantities are metric units. Some of the Abbreviations used in the Bill of Quantities are as follows:

%	=	Per cent
hr	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
kW	=	kilowatt
l	=	litre
L/sum	=	Lump sum
m	=	metre
m ²	=	square metre
km.pass	=	kilometre pass
m ³	=	cubic metre
m ³ .km	=	cubic metre-kilometre
mm	=	millimetre
No.	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional sum
R/only	=	Rate Only
t	=	ton (1000kg)
month	=	per month
t.km	=	ton-kilometre

9. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit measurement for each item as defined in the Standard Specification SANS Section 8 of each specification.
Quantity:	The number of units for each item
Rate:	The agreed payment per unit of measurement
Amount:	The product of the quantity and the agreed rate for an item
Lump Sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any quantity

C2.2 BILL OF QUANTITIES

PORTION 2: CONTRACT

PART C3: SCOPE OF WORK



SCOPE OF WORK

INDEX

Section	Description	Page No
C3.1	DESCRIPTION OF THE WORKS.....	C3.1
C3.2	PROJECT SPECIFICATIONS.....	C3.2
C3.3	PROCUREMENT.....	C3.3
C3.4	CONSTRUCTION.....	C3.4
C3.5	MANAGEMENT.....	C3.5
C3.6	REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION.....	C3.6
C3.7	REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE ENVIRONMENTAL MANAGEMENT PLAN.....	C3.7

C3.1 DESCRIPTION OF THE WORKS

C3.1 DESCRIPTION OF THE WORKS

1 Employer's Objective

The Employer's objective is to deliver public infrastructure using labour-intensive methods and sub-contractors where possible. The works in this contract are to be executed by using both conventional construction and labour-intensive construction methods according to the Special Public Works Programme (SPWP) as prescribed in the guidelines of the Expanded Public Works Programme (EPWP).

The following prerequisites will apply for the appointment of sub-contractors:

- All sub-contractors used will be Broad-Based Black Economic Empowerment (B-BBEE) compliant.
- Sub-contractors will preferably be from the community where the Works are executed.
- Otherwise, sub-contractors will be from the Victor Khanye Local Municipality Regions in the proximity of the community where the Works are executed or other Victor Khanye Local Municipality Regions.
- Prior to site establishment, the successful tenderer will submit details of the sub-contractors to be used in the execution of the Works.

Works earmarked for Sub-contractors and Labour-Intensive construction methods will be numbered with a prefix of "SC" and "LI" respectively, in the bill of quantities to distinguish them from the conventional construction works. Labour Intensive construction methods shall be implemented using unemployed local workers who are temporarily employed in terms of the project specification.

It must be noted that an established contractor, in terms of the prescribed category of the CIDB, will be appointed. Only certain components of the project, indicated as "LI" in the bill of quantities, will be executed in terms of the guidelines and requirements of the EPWP.

The contractor must familiarise himself/herself with the abovementioned requirements and price this document accordingly.

2 Overview of the Works

VKLM is dependent on Rand Water for its bulk water supply which it purchases based on usage. It supplies water to Delmas which is the administrative centre of the municipality, Botleng township, Eloff and Sundra. It recovers the costs of purchasing bulk water and distribution to the consumers in these areas through a tariff structure for different consumer categories.

The current water losses in Botleng of which are physical losses as well as commercial losses

are having a significant impact on the financial sustainability of the municipality. This is having a negative impact on the operation and maintenance of the existing water supply infrastructure.

In order to address the significant water losses in the municipality, VKLM has identified Botleng township for implementation of Non-Revenue Reduction (NRW) Intervention Measures based on the technical report prepared by the municipality.

Thus the project requires the installation of boundary valves (isolating valves), division of Botleng into unique District Metering Areas (DMA's) & Pressure Management Areas, construction of bulk water meters, construction of zonal water meters, construction of pressure reducing valves, installation of level control valves on reservoirs, construction of uPVC pipelines with all the required air valve chambers, repair of leaks on reservoirs and water distribution network, water meter audit, installation of new consumer meters, etc. The areas are as indicated on the locality map and layout plans.

3 Scope of work

3.1 Objectives

The objectives of the water loss reduction programme are to achieve the following:

- Undertake the zoning of the water supply system in Botleng Township to enable the establishment of pressure managed District Metered Areas (DMAs) that are discrete and can be managed separately.
- Undertake the reconfiguration of the water supply system in Botleng Township to enable each DMA to be managed separately and for Water Balance Analysis to be undertaken at the DMA level.
- Undertake the construction of water loss intervention measures to reduce the Minimum Night Flow (MNF), reduce the leaks and reduce reservoir overflows while stimulating the local economy by creating local employment during and green jobs after the project

3.2 Main Components of the Works

- Establishment of 7 Pressure Managed District Metered Areas (DMAs) in Botleng Township
- Installation of New Boundary valves (Isolating Valves)
- Excavation, bedding, laying, backfilling of new water dedicated supply pipelines
- Reconfiguration of the pipe network, including pipeline supplying the elevated Steel Tank
- Construction of 5 Pressure Reducing Valve (PRV) Chambers,

-
- Installation of 5 PRVs with time modulated controllers, strainers and air release valves
 - Construction of 2 Level Control Valve Chambers at the reservoirs
 - Installation of 2 Level Control or Altitude Valves at the ground level reservoirs and installation of an automatic control valve on the elevated tank
 - Construction of Zonal Bulk Water Meter Chamber downstream of the service storage reservoirs
 - Installation of electromagnetic bulk water meters
 - Undertake an Audit of Consumer Water Meters in Botleng Township
 - Installation of 1 269 new Conventional Consumer Water Meters
 - Installation of 1 000 new Prepaid Consumer Meters
 - Replacement of 1 891 non-functional Water Meters
 - Repair of leaks – on Reservoirs and Water Distribution Network (WDN)
 - Refurbishment and recommissioning of the existing reservoirs

3.3 Temporary Works

The Contractor shall carry out such temporary works as he may require enabling the permanent work to be constructed. He shall allow for the cost of all temporary works, including design and their removal, in his tendered rates.

Temporary works are expected to include:

- necessary site access and deviations for traffic where the proposed works will disrupt traffic.
- dewatering and related temporary works required during excavation of trenches and excavations as required to enable the permanent works to be constructed;
- Any temporary support structures required to protect and maintain services;
- Any temporary pipe specials and fittings.

3.4 Extent of the Works

(a) Conventional construction methods

- Establishment of the Contractor's Camp and Engineer's offices
 - Clearing and grubbing
 - Location and Relocation of existing services
 - Accommodation of traffic
 - Reinstatement of disturbed surfaces to similar status as before
-

- The excavation of the trenches and installation of the pipes will be done conventionally due to the sizes of the pipes
 - The construction of the valve & meter chambers will be done conventionally due to the specialist skills needed and nature of work
 - Making safe all redundant services
 - The repair of leaks on reservoirs and water distribution network will be done conventionally due to the specialist skills needed and nature of work
- (b) Labour intensive construction methods (SPWP)
- The preparation of the bedding in pipe trenches.
 - Backfilling and compaction of the pipe trenches and around valve chambers.
 - Fencing.
 - Exposing of existing services.

4 Location of Site

Locality Plan.



C3.2 PROJECT SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

C3.2.1 SPECIFICATIONS and MANUFACTURING DETAILS OF PIPES

1 SPECIFICATIONS – STEELPIPES

1.1 Specification on the Steel Pipe Material

Steel pipes will be manufactured by the following grade steel material:

300WA / X42.

1.2 Dimensional Specification of Pipes

Pipe wall thickness shall be subject to a tolerance of plus 10% and minus 8%. The pipe ends shall be clean cut, free from burrs and acceptable square to the axis of the pipe. The pipe ends shall be prepared for welding, be plain ended or flanged. Pipe with a diameter smaller than 500ND will normally be belled ended and bevelled ended for pipes with diameter greater than or equal to 500ND.

1.3 External Coating Specification

1.3.1 Galvanising

The Galvanising Coatings shall comply with SANS 62.

1.4 Internal Lining Specification

The lining shall be by galvanising and shall comply with SANS 62. All lining products shall possess a SANS Potable Water Certificate, which shall not be more than 2 years old and issued by SANS.

1.5 Flexible Couplings

All flexible couplings for plain-ended steel pipes and fittings must be of the slip-on type without a centre register, such as Viking Johnson or an approved equivalent, and they must comply with the applicable requirements of BS 534. Flexible couplings must be thoroughly cleaned and painted as specified in the project specifications.

C.3.2.2 SPECIFICATIONS – uPVC PIPES

2 Specification on the uPVC Pipe

uPVC pipes must comply with the SANS Specification and must bear the SANS mark for Class 9 or the Class as specified in the Bill of Quantities.

FITTINGS AND SPECIALS

Material type	:	Mild Steel to SANS 719 from grade X42/300WA steel
Specials	:	Manufactured to BS 534
Joint type	:	Electric Resistance Welding (ERW) / Electric Fusion Welding
Wall thickness	:	4.2mm
Field Welding requirements	:	Comply to API 1104
Bends	:	Medium to Long radius
External protection	:	Epoxy paint of the highest quality or Galvanizing
Internal protection	:	Epoxy paint of the highest quality or Galvanizing

VALVES

- **Isolating valves:**

Type	:	Flanged Butterfly / Gate Valves to BS 5155
Class- Supply pipe	:	Class 16 – 1600 kPa
Valve body	:	Spheroidal Graphite (SG), grey cast or ductile iron.
Disc	:	Spheroidal Graphite (SG), grey cast, ductile iron or stainless steel.
Coating	:	Inside and out with an epoxy paint of the highest quality.
Diameter	:	75% - 100% of pipe diameter
Spacing	:	As per site requirements

- **Scour valves:**

Type	:	Flanged Butterfly/Gate Valves to BS 5155
Class	:	Class 16 – 1600 kPa
Valve body	:	Spheroidal Graphite (SG), grey cast or ductile iron.
Disc	:	Spheroidal Graphite (SG), grey cast, ductile iron or stainless steel.
Coating	:	Inside and out with an epoxy paint of the highest quality.
Diameter	:	75% - 100% of pipe diameter
Spacing	:	As per site requirements
Flange dimensions and drilling	:	SANS 1123:1977 Table 1600 (or 2500 when specified)

Air valves:

Type	:Air Release & Vacuum Break Valves to SANS 664 or Similar Approved by the Engineer	
Class	:Class 16 – 1600 kPa	
Size	- 75mm Supply pipe	:DN 50
	- 100/110mm Supply pipe	:DN 50
	- 150mm Supply pipe	:DN 50
	- 200mm Supply pipe	:DN 50
	- 250mm Supply pipe	:DN 50
	- 300mm Supply pipe	:DN 50
	- 350mm Supply pipe	:DN 50
	PRV Chamber	:DN 50
	Flow Chamber	:DN 50
Flange dimensions and drilling	:	SANS 1123 - Tables 2500/3 & 1600/3

LEVEL/ALTITUDE CONTROL VALVES

Type	:	Level Control Valves and/or Altitude Valve or similar approved by the Engineer
Class	:	Class 16 – 1600 kPa
Setting range	:	0.5 - 5 m water head (Standard version)
Minimum pressure	:	0.7 bar

PRESSURE REDUCING VALVES

Type	:	Pressure Reducing Valves
Controllers	:	Time Modulated Controllers or similar approved by the Engineer
Class	:	Class 16 – 1600 kPa

WATER FLOW METERS

Type	:	Electromagnetic Flow Meter with GPRS Module, comprising Sensor and Converter, with digital pulse input, Remote Mount, Capacity for 1 pressure point, On Board Data Logger, Ground rings, etc
------	---	---

Class : Class 16 – 1600 kPa

STRAINERS

Type : H-Strainer (Recommended), alternatively Y-Strainer

Class : Class 16 – 1600 kPa

C3.2.1 STANDARDS AND CODES OF PRACTICE

The following design standards for Civil Engineering infrastructure will apply:

- i) *Guidelines for the provision of Engineering services and amenities in residential township development* by the National Housing Board (Red book).
- ii) *General Conditions of Contract for Construction Works (2015) (Third Edition)* by the South African Institution of Civil Engineers.
- iii) *Standardized Specification 719* as supplied by the South African National Standards
- iv) *American Petroleum Institute: Welding of Pipeline and Related Facilities – API Standard 1104, Reaffirmed April 2010.*

SPECIFICATION ON BUTTERFLY VALVES

1. GENERAL

1.1 Type

Butterfly valves shall be of the doubled flanged, full-bore and “tight shut off” type with the replaceable resilient seal. For pressures to 16 bar the valve will be a double eccentric disc type, and for pressure higher than 16 bar a triple eccentric type, metal seated valve will also be considered. All valves will be supplied complete with matching, uncoated, flanged both ends, bolted to valve complete with Klingtite gaskets.

The coating internally and externally, as well as the disc, shall be a two pack Epoxy, 300 microns minimum thick, or Fusion bonded epoxy powder, applied within four hours of shotblasting to S.A 3. All contact areas of dissimilar materials are to be wet assembled to prevent galvanic corrosion. The epoxy paint must be pinhole free. Paint thickness and Pinhole (spark test) recordings must be provided on delivery of valves.

Gearboxes shall be of the self-locking worm/quadrant type with no backlash.

Operation shall be by means of a pinion driving the quadrant.

Worm shafts shall be fitted with roller bearing thrust bearings to ensure minimal operating effort and smooth rotary action of the input shafts.

End stops shall be of the travelling nut type enabling precise setting of the open/closed positions.

The enclosure shall conform to a minimum of IP67 to prevent the ingress of water and debris into the gearbox housing.

The Gearbox to valve mounting flange shall have a groove from the input shaft to the edge of the flange to ensure early detection of any leakage from the valve shaft seals.

Gearboxes shall be packed with approved water resisting grease.

Gearboxes shall in all instances be sized for fitting of actuators (hand wheel operated valves included) on site without any additional modification. Actuator mounting flanges shall conform to ISO 5211. Hand wheel sizes will not exceed 400mm diameter for PN16 valve sizes 300mm to 1000mm and 400mm diameter for PN25 for valve sizes 300mm and 800mm and 500mm diameter for valve sizes 800mm to 1000mm diameter. Maximum rim pull on the hand wheel may not exceed 300 Newtons.

Additional fully enclosed spur gearing may be required to comply with the aforementioned requirement.

Gearboxes shall be provided with external mechanical open/closed position indicators approved by the Engineer

Full details of gearboxes in the form of a general arrangement drawing or certified catalogue information shall be required from the contractor.

Hand wheel operated valves shall be fitted with shear pins of an approved design to prevent damage to the gearbox and valve if excessive force is applied to the hand wheel.

ALL Valves shall be LEFT HAND closing.

ALL valves supplied must include a 15-year guarantee, and upon appointment, the company tendering may be requested to submit information that substantiate their claim that such a guarantee is possible and will be honoured. Information required is how long the company exist, the infrastructure and financial backing, how long is the valve being supplied by the company, clients and contact people that can verify the service backing and performance of the valves offered.

1.2 Specific Specifications

Butterfly valves shall be in accordance with BS 5155. Flange drilling according to SANS 1123, PN 16 and PN 25.

1.3 Flow Rates

No cavitation in the fully open position shall be accepted. The maximum permissible flow rate at the maximum differential pressure across the valve and the head loss for the specified flow rate shall be stated in the Technical Schedule.

1.4 Operation

A butterfly valve shall close under maximum specified head and flow rate and shall be functional in any position without variation of the blade position or flutter. Normal operation shall however be in either the fully open or fully closed position.

There shall be no interference in the water pattern through a valve except for the blade.

The blade shall close with a positive action with no possibility of slamming shut during any stage of the closing operation.

A butterfly valve shall be installed in a position allowing the valve to operate along the horizontal axis. The lower portion of the blade shall open towards the downstream side of the valve i.e. in the direction of flow. All valves shall be fitted with a gearbox complete with hand wheel of Left Hand Closing.

2. CONSTRUCTION AND OPERATIONAL REQUIREMENTS

2.1 Body

The hubs for the shaft-bearings and the gearbox mounting flange shall form an integral part of the valve body.

2.2 Blade

The blade shall be a single casting or fabrication of optimum hydrofoil section with a smooth continuous surface. The maximum combined stresses in the blade shall not exceed 20% of the yield stress of the material when the design pressure is applied on any of the two sides.

2.3 Seal Retaining Ring/s

The seal retaining ring/s, manufactured from stainless steel material, shall be coated to reduce galvanic corrosion. The recess for the retaining ring/s in the blade or body shall be coated to the specified corrosion protection specification or the seal face shall be assembled with a coat of wet solvent free Epoxy.

2.4 Seat and Seal

2.4.1 Soft seal butterfly valves PN 16 and 25 Bar or alternatively metal seated triple eccentric butterfly valves

Preference shall be given to a resilient seal arrangement that is removable, replaceable and adjustable in situ from the downstream side of the valve, without having to remove the valve from the pipeline.

A continuously moulded music note or tee type resilient seal is required for a valve specified for high velocity application (glued seals are not acceptable).

The edge of the seal retaining groove in the blade shall be stainless steel 304L deposit welded before machining for an o-ring or music note type seal.

The resilient seal shall have non-weathering, non-sticking, long life properties and shall be compatible with the quality of water to be conveyed.

The seat profile shall be smooth and continuous and shall provide adequate "lead in" for the resilient seal to open and close on the stainless-steel seat only. The mounting flange of the removable seat in the body shall either be stainless steel deposit welded and machined level with the seat or the seat ring manufactured to cover the seat mounting flanged.

The seat and seal shall be of a design preventing them from becoming loose and obviate water seepage under the seals or seats during all conditions of operation and testing.

2.4.2 Metal seated triple eccentric butterfly valves PN 25 Bar

High Performance Triple Eccentric Metal Seated Design Manufactured in accordance with BS 5155 Specification. Materials to be compatible with media and pressure requirements as per Table 3.1. Valve shall have replaceable laminated seal in the body and a replaceable seat ring on the disc.

2.5 Mechanical Stops

To prevent over travel of the valve blade in the open or closed position, all valves shall have adjustable mechanical stops incorporated in the gearbox.

2.6 Shafts

Shafts shall either be continuous or of a stub-shaft design configuration. Stub shafts shall extend into the blade hubs for a distance of at least 1.5 shaft diameters and shall not protrude from the hubs i.e., exposing the shaft.

Shafts shall be attached to the blade by means of keys, dowel pins, taper pins or any combination of the three. The connection shall be designed to transmit shaft torque equivalent to at least 75% of the torsional strength of the shaft. Dowel and taper pins shall be mechanically secured.

The idle shaft cover shall be manufactured from stainless steel and secured with stainless steel fasteners.

2.7 Bearings

Self-lubricating sleeve type bearings (bronze backed or PTFE backed self lubricating glacier DU) or bushes shall be fitted in the hubs of the valve body. Bearing length minimum 1,5 * shaft diameter.

Each valve shall be fitted with at least one adjustable thrust bearing or spacer disc set to hold the blade securely concentric with the body or seat.

3. VALVE MATERIAL SPECIFICATION

Valve components, unless otherwise specified in the Project Specification, shall be constructed of the material specified in the following tables.

TEST REQUIREMENTS**Table 3.1: Butterfly valve (DN 300 – 1000)**

SIZE ND	PRESSURE RATING (kPA)	HYDRAULIC TEST PRESSURE (kPA)	
		STRUCTURAL	SEAT
300 - 1000	1 600	2 400	1 760
300 - 1000	2 500	3 750	2 750

Table 3.2: Material Specification for Butterfly Valves

COMPONENT	MATERIAL TYPE	MATERIAL SPECIFICATION
BODY	SG IRON	BS 2789 Gr 420/SANS 936 SG 42
	CAST STEEL	ASTM A216 WCB
	MILD STEEL	BS 1504-161 Gr 480/SANS 1465 Part 1
	STAINLESS STEEL	SANS 1431 Gr 300WA
DISC	SG IRON	BS 2789 Gr 420/SANS 936 SG 42
	CAST STEEL	ASTM A216 WCB
	MILD STEEL	BS 1504-161 Gr 480/SANS 1465 Part 1
	STAINLESS STEEL	SANS 1431 Gr 300WA
BODY SEAT (PN 16)	STAINLESS STEEL	BS 970 Part 4, Gr 304 S15
BODY SEAL for PN 16 and PN 25	STAINLESS STEEL	BS 970, SS Gr 316 LAMINATED
BLADE / SEAL (PN 16)	ELASTOMER	EPDM 75°A
BLADE SEAT RING (PN 16 – 25)	STAINLESS STEEL	SS Gr 304
SEAL RETAINING RING	STAINLESS STEEL	BS 970 Part 4, Gr 304 S15
SHAFTS	STAINLESS STEEL	BS 970 Part 4, Gr 431 S29
SHAFT BEARINGS / BUSHES	PHOSPHOR BRONZE	BS 1400 PB1C (Cu, Sn10, P)
	SLEEVE TYPE	BRONZE BACKED (DUB)
	PRFE BACKED/SELF LUBRICATING	GLACIER DU
SHAFT SEALS	RADIAL LIP SEAL/CUP	NITRILE/VITON
	SEAL/O-RING SEAL	
	ELASTOMER	SIMRIT NBR
IDLE SHAFT COVER	STAINLESS STEEL	BS 970 Part 4, Gr 304 S15
IDLE SHAFT THRUST BEARING / SPACER DISC	PHOSPHOR BRONZE	BS 140 PB1C (Cu, Sn 10, P) (for vertical installation)
EXTERNAL FASTENERS	STEEL (HOT DIP GALVANIZED)	SANS 1700
	STAINLESS STEEL	ASTM A193 Gr B8M, ASTM A439 Gr D2
INTERNAL FASTENERS	STAINLESS STEEL	ASTEM A193 Gr B8M, ASTM A439 Gr D2

SPECIFICATION ON RESILIENT SEAL VALVES

1. GENERAL

1.1 Type

All valves shall be doubled flanged and of the resilient seal gate type, the gate of which shall be completely clear of the waterway in the fully open position. The gate valve shall be of the non-rising spindle type, fitted either with a handwheel or captop (type will be specified in the Schedule of Quantities). The valve shall be capable of withstanding the nominal pressure (PN) and specified test pressures from both sides. The gate shall operate satisfactorily under the specified conditions and shall be Left Hand closing.

All valves supplied shall include a 10 year guarantee, and the tendering company shall be requested to furnish information that substantiate their claim that such a guarantee is possible and will be honoured. Information required is how long the supplying company exist, the infrastructure and financial backing, how long are the valves supplied by your supplying company, clients and contact people that can verify the supply of the valves, the service backing and performance of valves supplied.

1.2 Specifications

The valve shall be manufactured in accordance with SANS 664 and carry the SANS mark. Flange drilling according to SANS 1123, PN10 and PN16. The manufacturer/supplier shall have the SANS 3000 cycle test done and provide certified copies to verify that the product passed the test.

1.3 Body

The body shall be of rigid design to minimise distortion under pressure. Bodies shall be designed and manufactured to withstand any additional gearing related stresses.

1.4 Operation

The gate valve shall be able to open and close satisfactorily under the specified flow rate and pressure.

Position indicator

All valves of DN 300 and larger shall be fitted with a mechanical linear indicator system mounted on the valve stem to show the position of the gate.

Stem and thrust bearing

Two friction washers (sizes 50mm – 200mm) and thrust ball bearings (250mm – 600mm) shall be incorporated on the thrust collar to ensure smooth spindle operation as well as to reduce opening and closing torques.

The stem thrust collar shall bear against a ball thrust bearing, details of which shall be furnished by the Contractor (upon appointment, when requested to do so).

1.5 CORROSION PROTECTION

Corrosion protection of valves shall consist of internally and external coating of minimum 250 μ (microns) of fusion bonded epoxy. The epoxy paint must be pinhole free. Paint thickness and Pinhole (spark test) recordings must be provided on delivery of valves.

An edge protecting ring shall be permanently fitted around the bonnet and body joint in order to protect the coating during transportation and installation. Damage to the corrosion protection or the rubber-coated gate during testing or normal operation will not be acceptable.

2. CONSTRUCTION AND OPERATIONAL REQUIREMENTS

2.1 RESILIENT SEAL GATE VALVES

2.1.1 Body, guides and shoes

The gate shall have optimally placed guides of wear resistant plastic so as to reduce the torques as well as reduce wear between the rubber and the coating on the body.

The valve body shall incorporate a straight unobstructed body passage without pockets and shall have inclined seats and prominent gate guides to eliminate deposits in the valve body.

The guides shall be as deep and as long as possible, but not protruding into the flow path to offer support in all gate positions.

The rubber coated gate shoes shall accurately fit the body guide profile to allow smooth operation of the gate with minimal shudder.

2.1.2 Gate

The gate shall be completely encapsulated in rubber and accurately moulded to ensure drop tightness over the valve pressure range. The rubber coated gate shall be designed to offer an equal distribution of sealing pressure in all directions with a capacity to accept foreign matter up to 1mm in particle size. Documentation to prove that the rubber used for encapsulation comply with international health standards will be supplied, including a toxicity report with respect to toxins, taste and odour.

The gate shall be a left-hand closing type.

2.1.3 Stem

A corrosion resistant stem seal arrangement shall include a scraper ring to prevent the ingress of foreign matter. A stem thrust collar shall be installed between anti-friction materials to ensure low operating forces.

The gate nut shall not be fixed to the wedge, It must be of reparable type as per SANS 664, thereby reducing opening torques.

2.1.4 Bonnet: Bolts and Gaskets

The bonnet bolts shall be entirely sunk into the body casing, sealed and protected by re-useable hot wax melt. Bolts will be Grade 8.8 high tensile steel protected to standards in the material specification.

The valve shall have a preformed NBR rubber gasket, O ring type, set in a recess between the Bonnet and Body. The gasket must encircle each bolt.

2.1.5 Spindle

The manufacturing of the spindle will be a cold rolled thread stainless steel type, with minimum diameter:

Valve size	80mm– 110mm	150mm– 160mm	200mm	250mm– 600mm
Min Spindle diameter	25mm	28mm	32mm	34mm

3. MATERIAL FOR RESILIENT SEAL VALVES

Valve components shall be constructed of the material specified in the following tables unless otherwise specified in the Project specification. Material certificates will be provides on delivery of the valves.

3.1 RESILIENT SEAL GATE VALVE (DN 50-600)

TEST REQUIREMENTS

SIZE DN	PRESSURE RATING (kPa)	HYDRAULIC TEST PRESSURE (kPa)	
		STRUCTURAL	SEAT
50 – 600	1 000	1 500	1 100
	1 600	2 400	1 750
	2 500	3 750	2 750

Hydro pressure test certificates must be provided on delivery of valves.

MATERIAL SPECIFICATION		
COMPONENT	MATERIAL TYPE	MATERIAL SPECIFICATION
BODY	Ductile Iron	SANS 936 SG 42
GATE	Ductile Iron, COATED	SANS 936 SG 42, Vulcanized EPDM ozone stabilized, UV resistant
BONNET	Ductile Iron	SANS 936 SG 42
SPINDLE	STAINLESS STEEL	BS 1449 Gr420 S37 Cold Rolled Thread
GATE NUT	BRONZE	Dezincification resistant (CuZn36Pb3As)
STEM BUSH	PLASTIC	
BUSH / STEM/ STUFFING BOX SEALS	O RING	NITRILE / VITON
PROFILE / SCRAPER RING	O RING	NITRILE / VITON
FRICITION RING	PLASTIC	
HAND WHEEL	SG IRON	BS 2789 Gr 420/12, SANS 936 SG 42
EXTERNAL FASTENERS	STEEL (HOT DIP GALVANIZED) STAINLESS STEEL HIGH TENSTILE	SANS 1700 ASTM A193 Gr B8M, ASTM A439 Gr D2 Grade 8.8

FLOW CONTROL

- **Flow control in pipelines:**

Isolating valves shall be installed in all the pipelines, including at intervals of 500m maximum. Double action air valves shall be installed on the low side of each isolating valve as well as at all high points and where the change in the gradient varies significantly. Scour valve shall be installed on the high side of each isolating valve to drain the pipe for maintenance purposes as well as at the low point in the bulk pipeline.

- **Flow Control in the PRV Chambers:**

The pressure control shall be done in the Pressure Reducing Valve Chambers.

- **Flow Measurement in the Meter & PRV Chambers:**

The flow measure in the Meter Chambers and PRV Chambers shall be done by installing the ELECTROMAGNETIC Water Flow Meter (MAGFLOW), which is Battery Operated.

The MAGFLOW shall comprise of Flow Sensor and Converter, Remote Mount, have Capacity for 1 pressure input, On Board Data Logger and GPRS Module, Pressure Sensor, Grounding Rings, Mating Flanges, bolts and Gaskets

C3.3 PROCUREMENT

C3.3 PROCUREMENT

- The Preference Points Scoring system will be applied as indicated on the following Table:

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

C3.4 CONSTRUCTION

C3.4 CONSTRUCTION

C3.4.1 Works specifications

Although not bound in or issued with this document, the latest editions, including all amendments, of the SANS 1200 Standardized Specifications for Civil Engineering Construction as approved by the Council of the South African National Standards shall apply to this Contract.

The Contractor shall be in possession of these Standardized Specifications and their related SANS 0120 Code of Practice which apply equally and shall keep a copy of each on site for reference by him and the Engineer for the duration of the Contract.

Copies of SANS 1200 Standardized Specifications are available from the Standards South Africa.

The Particular Specifications together with the Drawings and Bill of Quantities clearly indicate the sections of the Standard Specifications which apply to this contract.

C3.4.2 Plant and materials

Plant hired and materials procured from the local community where possible is encouraged.

C3.4.3 Construction equipment

Equipment hired from the local community where possible is encouraged.

C3.4.4 Contractor's Employees

1. MINIMUM EMPLOYMENT CONDITIONS FOR CONVENTIONAL CONSTRUCTION WORKS

Contractors shall comply with the Basic Conditions of Employment Act (Act No 75 of 1997).

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 to this project shall be guided by the Sectorial Determination 2: Civil Engineering Sector, Government Gazette No. 33505, dated 27 August 2010 (with effect from 1 September 2010) **and as corrected** by Government Gazette 33804 dated 26 November 2010.

Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) **as per correct** Government Gazette No. 42986 of 31 January 2020 (Revised on 17 February 2020), shall apply to works described in the Scope of Work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.

The following minimum conditions shall apply to this Contract and Contractors shall include such conditions in employment contracts.

1.1 Employment contracts

The Contractor shall enter into an employment contract with every one of his/her employees, including short-term contracts i.e. contracts in which employment commencement and employment termination dates are specified. Short-term employment contracts will also apply an employee employed for only one day.

1.2 Normal working hours

Normal working hours are from 07:00 to 17:00 from Monday to Friday. A tea break is taken from 09:00 to 09:15 and lunch from 12:30 to 13:00.

Actual hours to work and be paid for is 9 hours per day. If a lunch break of one (1) hour is taken then the normal working day will be as follow:

Morning work sessions from 07:00 to 12:00, lunch break from 12:00 to 13:00, and afternoon sessions from 13:00 to 17:00.

1.3 Wages

- The hourly rate shall be agreed upon between the Contractor, the Employer and the employees.
 - For a full day's work the hourly rate shall be multiplied by 9. Normal 5-day week hours of work shall be 45 hours.
 - The minimum wages:
These wages have been Gazetted in a Sectoral determination which is the Minimum
-

conditions of employment for the Civil Engineering Industry. The Minister of Labour legislates the minimum conditions applicable to all employers and employees in the industry. The latest figures are available from South African Federation of Civil Engineering Contractors (SAFCEC).

Overtime pay shall be 1.5 times the ordinary wage.
An employee shall be paid fortnightly.

1.4 Short time (excluding short time due to inclement weather)

If for reasons, which may be ascribed to the employee, e.g. arriving late for work or taking an afternoon off, the hours not worked shall be deducted from the daily wage calculation.

1.5 Short time resulting from inclement weather

- i. If the Contractor informs his/her employees that no work will be done the following day due to inclement weather, no payment will be due to the employee for such a day.
- ii. If the Contractor has not informed his/her employees that no work will be done due to inclement weather and no work or less than four (4) hours of work is possible during a day, the Contractor must pay the employee for four (4) hours of work. If more than four (4) hours of work is done, the Contractor shall pay the employee for the number of hours worked.

1.6 Vacation leave

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to 1 day's paid leave for every seventeen (17) days the employee worked or was entitled to payment.

1.7 Family responsibility leave

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to three days paid leave in a leave cycle of thirty-six (36) months of employment:

- i. When the employee's child is born;
- ii. When the employee's child is sick;
- iii. In the event of death of the employee's spouse or life partner, parent, grandparent, child or grandchild.

The employee shall provide the required proof to the Contractor of the event, failing which the leave shall be unpaid leave

1.8 Maternity leave

At least four (4) months unpaid leave.

1.9 Sick leave

The employee shall be entitled to one (1) day's paid sick leave of normal wages for every twenty-six (26) days worked.

If an employee is absent for three (3) or more consecutive days, the employee shall provide a sick certificate from a registered medical practitioner to qualify for sick leave payment. If such certificate is not provided, no sick leave payment will be due to the employee.

1.10 Piece work

Irrespective of the quantity of work done under a piece work system during a working week, the employee shall be entitled to a minimum of a week's wages determined as if no piece work applied.

The Contractor or employee may terminate an employment contract by giving notice of termination of not less than:

- i. On short period contracts i.e. a contract which states from which date work employment commences and on which day employment terminates, the terms of the employment contract shall apply;
- ii. One week if employee has been employed for four (4) weeks or less, unless it is a short-term project;
- iii. Two (2) weeks if employee has been employed for more than four (4) weeks but not more than one (1) year;
- iv. Four (4) weeks if employee has been employed for more than one year.

2. EMPLOYMENT CONDITIONS FOR LABOUR INTENSIVE WORKS AND CONSTRUCTION

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Gazette No. 42986 of 31 January 2020 (Revised on 17 February 2020), as reproduced below, shall apply to works described in scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.

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

2.1 Terminology

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) "workers" means any person working in an elementary occupation on a SPWP;
- (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "management" means any person employed by a department or implementing agency

to administer or execute an SPWP'

- (f) "task" means a fixed quantity of work;
- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2.2 Terms of Work

- 2.2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance ACT 30 of 1966.

2.3 Normal Hours of Work

- 2.3.1 An employer may not set tasks or hours of work that require a worker to work:
 - (a) more than forty hours in any week;
 - (b) on more than five days in any week; and
 - (c) for more than eight hours on any day.
- 2.3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

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

Meal Breaks

- 2.4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 2.4.2 An employer and worker may agree on longer meal breaks.

A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be

reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

- 2.4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

2.5 Special Conditions for Security Guards

- 2.5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 2.5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

2.6 Daily Rest Period

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

2.7 Weekly Rest Period

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

2.8 Work on Sundays and Public Holidays

- 2.8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 2.8.2 Work on Sundays is paid at the ordinary rate of pay.
- 2.8.3 A task-rated worker who works on a public holiday must be paid –
- (a) the worker's daily task rate, if the worker works for less than four hours;
 - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 2.8.4 A time-rated worker who works on public holiday must be paid –
- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (b) double the worker's daily rate of pay, if the worker works of more than four hours on the public holiday.

2.9 Sick Leave

- 2.9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 2.9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's sick leave for every full month that the worker has worked in terms of a contract.
- 2.9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 2.9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 2.9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 2.9.6 An employer must pay a time-rated worker the worker's daily rate for a day's sick leave.
- 2.9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 2.9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.
- 2.9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 2.9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Disease Act.

2.10 Maternity Leave

- 2.10.1 A worker may take up to four consecutive month's unpaid maternity leave.
- 2.10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave
- 2.10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 2.10.4

midwife

or qualified nurse certifies that she is fit to do so.

2.10.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date –
 - i. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - ii. if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

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

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

2.11 Family Responsibility Leave

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

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
 - i. the employee's spouse or life partner;
 - ii. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

2.12 Statement of Conditions

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

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;

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

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

2.13 Keeping Records

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

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

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

2.14 Payment for the Labour Intensive Component of the Works

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

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

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

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

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

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

2.14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or

- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
-

(e) the actual amount paid to the worker.

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

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

2.15 Deductions

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

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

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

2.15.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

2.16 Health and Safety

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

2.16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;

- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

2.17 Compensation for Injuries and Diseases

- 2.17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 2.17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 2.17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 2.17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

2.18 Termination

- 2.18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 2.18.2 A worker will not receive severance pay on termination.
- 2.18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the manager the employer in advance to allow the employer to find a replacement.
- 2.18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available of the balance for the 24-month period.
- 7.18.5 A worker who does not attend required training events, without good reason will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

2.19 Certificate of Service

On the termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;

any other information agreed on by the employer and worker.

3. LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Established contractors shall only engage supervisory and management staff in labour-intensive works who have either completed or are registered for training towards, the skills programme outlined in Table 1.

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

TABLE 1: SKILLS PROGRAMME FOR SUPERVISORY AND MANAGEMENT STAFF

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour-intensive Construction Systems and Techniques	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/ Manager (i.e the contractor's most senior representative that is resident on the site.	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

Details of these skills programmes may be obtained from the CETA ETQA manager:

Tel: (011) 265-5900

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

4.1 Requirements for the Sourcing and Engagement of Labour

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

4.1.2 The rate pay set for the SPWP shall be agreed upon between the Contractor and the Employees and it shall be per task or per day.

- 4.1.3 Tasks established by the contractor must such that:
- (a) the average worker completes 5 tasks per week in 40 hours or less; and
 - (b) the weakest worker completes 5 tasks per week in 55 hours or less.
- 4.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 4.1.3.
- 4.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
- (a) where the head of the household has less than a primary school education;
 - (b) that have less than one full time person earning an income;
 - (c) where subsistence agriculture is the source of income;
 - (d) those who are not in receipt of any social security pension income.
- 4.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- (a) 45 % women;
 - (b) 35 % youth who are between the ages of 18 and 35; and
 - (c) 2 % on persons with disabilities.

4.2 Specific Provisions Pertaining to SANS 1914-5

4.2.1 Definitions

Targeted labour: Unemployment persons who are employed as local labour on

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

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

4.2.3 Terms and conditions for the engagement of targeted labour

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

4.2.4 Variations to SANS 1914-5

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

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

4.2.4.2 The schedule referred to in 4.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of formal training provided to targeted labour.

4.3 Training of Targeted Labour

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

4.3.2 The cost of the formal training of targeted labour, shall be measured and paid for in the schedule of quantities of this contract document.

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

4.3.4 An allowance equal to 100 % of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 4.3.3 above.

4.3.5 Proof of compliance with the requirements of 4.3.2 to 4.3.4 must be provided by the

Contractor to the Employer prior to submission of the final payment certificate.

5. COMMUNITY LIAISON OFFICER

5.1 The successful tenderer shall enter into an agreement with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor the following if necessary:

a) A Community Liaison Officer (CLO) for liaison with the recipient community, who as part of his/her duties will also act as a Labour Desk Officer (LDO) for labour recruitment.

5.2 The CLO shall attend all site and other meetings concerning the project.

5.3 The agreement shall make provision for the payment by the Contractor to the CLO. The actual payment of the CLO will be decided on the award of the Contract.

5.4 Only one CLO shall be appointed. If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Ward Councillors and the "Council", or their nominees, will interview prospective appointees and in their discretion appoint such CLO.

Notwithstanding the above, if the vastness of the project requires the use of more than one CLO's, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph 5.3.

5.5 Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the "Council"/Project Manager who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.

5.6 The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the proviso's applicable to the duration of such sub-contract.

5.7 Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

C3.4.5 Existing services

There are known existing services, e.g. sewers, water pipeline, railway lines, electrical lines, roads, etc.

C3.4.6 Site establishment

1. Contractor's Camp site

The contractor shall provide a suitable site for his camp and for accommodating the work force. The choice of the site for the establishment of the camp, offices and the layout thereof, shall be approved.

The camp site shall be cleared and grubbed and properly fenced with a security fence around the perimeter. The Contractor is to provide his own security at the camp or on the site if required, at his own expense.

After completion of the contract, the Contractor shall remove all his temporary buildings, plant, and equipment. The site shall be made good and be left in a neat and tidy condition before a certificate of completion shall be issued.

2. Water Supply

The Contractor shall make his own arrangements for potable and construction water.

3. Power Supply

The Contractor shall make his own arrangements for power supply.

4. Ablution Facilities

The Contractor shall, at each construction area, provide sufficient portable chemical latrine units. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the Engineer. No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates billed for the contractor's time-related obligations.

5. Cellular Telephone

It is a requirement of the contract that the contractor shall equip site agent(s) with cellular telephone(s) to allow for effective communication between the contractor's supervisory

personnel and the Engineer's supervisory staff. All costs associated with the provision of phones for the contractor's personnel and Engineer's supervisory staff shall be deemed to be included in rates billed for time-related charges.

6. Site Facilities required by the Engineer

Site office (at each Construction Area) complete with sufficient lighting and power points.

A heater and fan or air-conditioning unit capable of both heating in summer and cooling in winter must be installed in the Engineer's Office

Two desks, ten chairs, one conference table and two steel filing cabinets.

Carports for his exclusive use.

Each carport shall be constructed so that the vehicle parked under it is always protected against the direct rays of the sun. The carport area shall be at least 20 m² and the floor shall be covered with a layer of crushed stone to alleviate dusty and muddy conditions. The carport(s) shall be positioned so as to provide easy and convenient access to the Engineer's office.

An ablution unit for his exclusive use.

Cellphone

Subject to satisfactory transmission and reception quality in the vicinity of the Site, the Contractor shall provide a cellphone and associated service contracts from a reputable cellular service provider for the exclusive use of the Engineer and his staff. The Contractor shall further insure the cellphones against loss or damage from whatever cause and shall ensure that all cellphone accounts are promptly paid on the due dates for payment. The Contractor shall further, at his own cost, ensure the prompt repair of all cellphone/s provided under this clause, when reasonably required by the Engineer.

Computer equipment: One Laptops

The Contractor shall provide computer equipment on site for the exclusive use of the Engineer and his staff. All computer hardware shall be provided complete with the requisite connecting cables and all interfacing devices and software necessary for its efficient operation as an integral system.

A measuring wheel and a 5m steel tape. These shall be kept by the Contractor and must be issued to the Engineer / Engineer's Representative as and when required to do so.

The Engineer does not require housing for personnel or laboratory facilities.

C3.5 MANAGEMENT

C3.5 MANAGEMENT

The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer.

The programme shall be in the form of a Gantt chart and shall include the following details:

- A work breakdown structure, identifying the major activity groups.
- For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities.
- The linkages between activities shall be clearly indicated and the logical network upon which the programme is based shall be separately submitted to the Engineer if requested. Any constraints shall be classified as being time-related or resource-related.
- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities, e.g. earthworks, etc.

Together with the programme as detailed above the contractor shall submit to the Engineer a cash flow projection, indicating projected monthly invoice amounts. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments.

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity that has fallen behind. The updated programme shall be submitted to the Engineer at least two days prior to the monthly meetings.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion as defined in Clause 5.6 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in Clause 55 of the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance other than that the Engineer will be satisfied that the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 5.7 of the General Conditions of Contract when drawing up his programme.

The sequence of the works will be in accordance with the approved programme. The works shall be programmed to allow for the installation of the pipelines, the construction of the valve chambers and pipe jacking to suit the budgeted cash flow and construction period.

- 4.1 Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall records and /or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply. Method 1 and 2 are defined and described in the Contract Data.**

In the case where Method 2 applies the following wording shall be included:

Extension of time resulting from abnormal rainfall or other forms of inclement weather for items on the critical path of the programme shall be calculated according to the requirements of Method 2 (Critical-path method). The value of “n” working days per calendar month as specified in this clause shall be two (2) working days. If no abnormal rainfall or other inclement weather periods occur during a specific calendar month (or months), the n-values as specified shall not be taken as accumulating over the contract period. If the n-days allowed for in the programme of work are not taken up by standing time due to abnormal rainfall or inclement weather conditions, they will fall away and will not be considered in extension of time claims which may arise later during the contract period.

A working day, or portion thereof, shall be considered as lost when the Engineer agrees that no work could have been undertaken on any item falling within the critical path. The contract extension of time arising from inclement weather shall be agreed upon between the Engineer’s and the contractor’s representatives. The days upon shall be recorded in the minutes of the monthly site meetings

5.

Community participation consists of engagement of Project Steering Committees (PSC). A PSC will be established for the project by the Ward Councillor. The functions of the PSC will be to:

- Assist in monitoring the project.
- Ensure that the community provide assistance to the contractor to ensure that he can execute the contract in accordance with the specifications and within time.
- Encourage the community to participate in the Labour-Intensive Construction.
- Identify skills, skilled personnel and suppliers in the towns / townships.

The PSC will not have the power to:

- Give any instructions to the contractor, except through the Engineer.
- Become involved in the daily operations of the contractor or interfere with the contract works.

A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident Engineer will attend the meetings. The contractor will have to report on progress,

deviations from the programme, financial matters, community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport.

C3.6 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION

REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION

INDEX

Item	Description	Page No
1.	SCOPE.....	C3.6.1
1.1	Scope of Specification.....	C3.6.1
1.2	Philosophy.....	C3.6.1
2.	INTERPRETATIONS.....	C3.6.2
2.1	Supporting specifications.....	C3.6.2
2.2	Application.....	C3.6.3
2.3	Definitions.....	C3.6.3
2.4	Duties, responsibilities and liabilities.....	C3.6.5
3.	GENERAL REQUIREMENTS OF HEALT AND SAFETY PLAN.....	C3.6.17
3.1	General.....	C3.6.17
3.2	Outline of Health and Safety Plan.....	C3.6.18
4.	RISK ASSESSMENT.....	C3.6.19
4.1	General.....	C3.6.19
4.2	Forms of Risk Assessment.....	C3.6.19
4.3	Methodology for the Preparation of Risk Assessments.....	C3.6.20
4.4	Elements of a Risk Assessment.....	C3.6.20
5.	RESOURCES.....	C3.6.26
5.1	General.....	C3.6.26
5.2	Employees.....	C3.6.26
5.3	Plant, Vehicles and Equipment.....	C3.6.28
6.	MATERIALS.....	C3.6.31
6.1	General.....	C3.6.31
6.2	Fall Protection Equipment.....	C3.6.31
6.3	Scaffolding.....	C3.6.31
6.4	Use and temporary storage of flammable liquids on construction sites.....	C3.6.32
6.5	Stacking and storage.....	C3.6.32
6.6	Personnel Safety Equipment and Facilities.....	C3.6.33
6.7	First Aid, Emergency Equipment and Procedures.....	C3.6.33
7.	CATEGORIES OF WORK.....	C3.6.33
7.1	General.....	C3.6.33
7.2	Site Clearance.....	C3.6.36
7.3	Earthworks.....	C3.6.36

Item	Description	Page No
7.4	Concrete.....	C3.6.37
7.5	Pipes.....	C3.6.37
8.	IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN.....	C3.6.37
8.1	General.....	C3.6.37
8.2	Administrative Systems.....	C3.6.38
8.3	Reporting Systems.....	C3.6.38
8.4	Training.....	C3.6.38
8.5	Safety Meetings.....	C3.6.39
8.6	Inspections and Monitoring.....	C3.6.39
9.	AUDITING.....	C3.6.40
9.1	Internal Audits.....	C3.6.40
9.2	Audits by Employer or Safety Agent.....	C3.6.41
10.	MEASUREMENT AND PAYMENT.....	C3.6.41
10.1	Measurement and payment.....	C3.6.41

ANNEXURES

Annexure A Templates - Appointment letters

- 1.1 Appointment of Assistant Construction Supervisor
- 1.2 Appointment of Construction Site Health and Safety Officer
- 1.3 Appointment of Construction Vehicle and Mobile Plant Inspector
- 1.4 Appointment of Subcontractor
- 1.5 Appointment of Construction Supervisor
- 1.6 Appointment of Excavation Work Supervisor
- 1.7 Appointment of Temporary Works Supervisor
- 1.8 Appointment of Ladder Inspector
- 1.9 Appointment of Risk Assessor
- 1.10 Appointment of Scaffolding Supervisor
- 1.11 Appointment of Stacking and Storage Supervisor

Annexure 1 Template - Application for a permit to do construction work

Annexure 2 Template - Notification of construction work

Annexure 3 Template - Medical Certificate of Fitness

Annexure B Identified Health and Safety Hazards

C3.6 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION

1. SCOPE

1.1 Scope of Specification

This specification covers the principles, duties, responsibilities, liabilities, and requirements applicable in respect of health and safety in the work place on construction work.

This document constitutes the Employers' Health and Safety Specification as defined in the Construction Regulations, 2014 of the Occupational Health and Safety Act (Act 85 of 1993).

This specification applies to tunneling although the minimum requirements for tunneling are contained in the Mines Health and Safety Act. This specification, however, does not apply to underground construction at this point in time as covered by the Mines Health and Safety Act, 1996 (Act 29 of 1996) as amended.

1.2 Philosophy

Some of the terms and requirements of the Occupational Health and Safety Act and its Regulations may be novel to Contractors. This specification has therefore been prepared as an instructive guideline without being prescriptive, constraining the competitive advantage or interfering with the legal obligations of the responding parties.

The Health and Safety Plan required in terms of this specification may also be novel to Contractors. This specification has therefore been prepared in such a way to allow Contractors to employ the services of specialist consultants for the preparation and implementation of the same during the construction of the Works.

Health and safety can only be assured on construction works if all stakeholders buy into the Health and Safety plan and when the health and safety of all is an integrated line accountability of all management staff and workers on site. The management systems that are provided for in this specification are to enable the performance statistics of health and safety to be regularly captured, the intention of these systems is not to achieve health and safety by policing the conduct of the Contractor's employees.

In addition to ensuring health and safety, the intention of the management system is rather to commercially exploit the benefit of doing things right the first time that goes hand in hand with top health and safety performance. Accidents and injuries never pay. The loss of production and the cost of injuries, however, relatively infrequent they may be, far outweigh the effort required to maintain top health and safety on construction.

The specification accordingly provides for:

- a) Independent periodic audits to ensure an unbiased pursuit of health and safety,
- b) Follow-up audits to ensure the implementation of prescribed remedial actions,
- c) The review of the efficiency and effectiveness of the Contractor's Health and Safety Plan,
- d) The preparation of regular reports of inspections and accidents to enable the tracking of changes in health and safety performance,
- e) The monitoring of conditions on a continuously pro-active basis to ensure that hazards are without delay identified, assessed and remedied should it threaten the health and safety of persons and property,
- f) Ad hoc inspections to ensure that health and safety is pursued with dedication and not out of intimidation or coercion, and
- g) Development of all aspects of the Contractor's Health and Safety Plan.

The fundamental intention of this specification is that the preservation of health and safety will become a core value of all involved during the construction of the Works.

This Specification does not require the preparation of an unduly extensive or complex risk assessment. The Contractor should rather prepare a risk assessment which takes the size of the project, the size of the Contractor's organization, the conditions of the workplace and the nature, complexity and significance of the hazards likely to be encountered during the execution of the Works into account.

2. INTERPRETATIONS

2.1 Supporting specifications

Where this specification is required for a project, the following specifications (as amended) shall, inter alia, form part of the contract document:

- a) Occupational Health and Safety Act, 1993, and its regulations which shall include, but shall not be limited to the following:
 - Construction Regulations, 2014,
 - General Safety Regulations,
 - General Administrative Regulations, 1996,
 - Driven Machinery Regulations, 1988,
 - Electrical Installation Regulations, 1992,
 - Electrical Machinery Regulations, 1988,
 - Environmental Regulations for Workplaces, 1987, and
 - Facilities Regulations, 1990.
- b) Clauses 4.1, 4.3.1, 4.3.3 and 4.3.6 of the Contract Data.

2.2 Application

This specification contains clauses that are applicable to the occupational health and safety requirements of the Occupational Health and Safety Act, 1993 and its Regulations, in particular the Construction Regulations, 2014 promulgated on 07 February 2014 in terms of Section 43 of the Act.

2.3 Definitions

In the Contract (as defined in clause 1.1.1 of the Conditions of Contract) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) "Assistant Construction Supervisor" means a competent person appointed in accordance with regulation 8.(2) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (b) "Bulk Mixing Plant Supervisor" means a competent person appointed in accordance with regulation 20.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (c) "Construction Health and Safety Officer" means a competent person appointed in accordance with regulation 8.(5) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (d) "Construction Supervisor" means a competent person appointed on a full-time basis in accordance with regulation 8.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (e) "Construction Vehicles & Mobile Plant Inspector" means a competent person appointed in accordance with regulation 23.(1)(k) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (f) "Contractor" means the natural or juristic person or partnership whose tender has been accepted by or on behalf of the Employer and, who is defined as the Principal Contractor in the Construction Regulations, 2014.
- (g) "Demolition Work Supervisor" means a competent person appointed in accordance with regulation 14.(1) of the Construction Regulations, 2014, in writing by the Contractor with written notification to the Engineer.
- (h) "Employer's Designer" means the natural or juristic person or partnership named in regulation 5 of Construction Regulations, 2014, or any other natural or juristic person or partnership appointed from time to time by the Employer for the design of the portion of the Permanent Works which the Employer is responsible to design in terms of this Contract.
- (i) "Contractor's Designer" means the natural or juristic person or partnership appointed from time to time by the Contractor and notified in writing to the Engineer and Employer for the design of the portion of the Permanent Works which the Contractor is responsible to design in terms of this Contract, and for the design of the Temporary Works.
- (j) "Electrical Temporary Installation Inspector" means a competent person appointed in accordance with regulation 24.(d) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (k) "Employer" means the natural or juristic person or partnership for whom the Works are to be executed, who is named as the Employer in the Conditions of Contract and who is known as the "Client", in the Occupational Health and Safety Act, 1993 and its regulations.

-
- (l) "Engineer" means the natural or juristic person or partnership named as the Engineer in the Conditions of Contract and appointed by the Employer to act as the Engineer in terms of this Contract.
 - (m) "Engineer's Representative" means the person appointed by the Engineer in terms of Clause 3.2 of the Conditions of Contract.
 - (n) "Excavation Supervisor" means a competent person appointed in accordance with regulation 13.(1)(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
 - (o) "Explosive Actuated Fastening Devices Issuer" means a competent person appointed in accordance with regulation 21.(2)(g)(i) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
 - (p) "Fall Protection Developer" means a competent person appointed in accordance with regulation 10.(1)(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
 - (q) "Fire Extinguisher Inspector" means a competent person appointed in accordance with regulation 29.(h) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
 - (r) "Temporary Works Supervisor" means a competent person appointed in accordance with regulation 12.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
 - (s) "Hazard" means any object, action or condition that can potentially harm the health and safety of persons or property.
 - (t) "Health and Safety Consultant" means the natural or juristic person or partnership appointed by the Contractor to assist in any matters related to health and safety on the construction site.
 - (u) "Health and safety plan" means a site, activity or project specific documented plan in accordance with the client's health and safety specification.
 - (v) "Health and safety specification" means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work
 - (w) "Health and Safety Representative" means the person/s designated in accordance with section 17 of the Occupational Health and Safety Act.
 - (x) "Ladder Inspector" means a competent person appointed in accordance with regulation 13 of the General Safety Regulations, in writing by the Contractor, with written notification to the Engineer.
 - (y) "Material Hoist Inspector" means a competent person appointed in accordance with regulation 19.(8)(a) of the Construction Regulations, 2014 in writing by the Contractor, with written notification to the Engineer.
 - (z) "Professional Engineer" means any person employed from time to time by either the Employer or Contractor who holds registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
 - (aa) "Professional Technologist" means any person employed from time to time by either the Employer or Contractor who holds registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
 - (bb) "Risk" means the likely occurrence and impact of a hazard.
 - (cc) "Risk Assessment" means a programme carried out to identify and evaluate the likely occurrence and impact of all hazards.
-

-
- (dd) “Risk Assessor” means a competent person appointed in accordance with regulation 9.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (ee) “Safety Agent” means a competent natural or juristic person or partnership named in regulation 5.(7) of the Construction Regulations, 2014, or any other person appointed from time to time by the Employer and notified in writing to the Contractor to act on behalf of the Employer for the purposes of this specification.
- (ff) “Scaffolding Supervisor” means a competent person appointed in accordance with regulation 16.(2) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (gg) “Stacking Supervisor” means a competent person appointed in accordance with regulation 28.(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (hh) “Subcontractor” means the natural or juristic person or partnership who is appointed by the Contractor with prior consent of the Engineer to execute certain tasks associated with the Works and who is also an employer as defined in section 1 of the Occupational Health and Safety Act.
- (ii) “Suspended Platforms Supervisor” means a competent person appointed in accordance with regulation 17.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.

2.4 Duties, responsibilities and liabilities

2.4.1 Principal Parties

This section covers the duties, responsibilities and liabilities of the following principal parties:

- Employer
- Employer’s Safety Agent
- Contractor
- Subcontractor
- Employer’s Designer
- Contractor’s Designer

The duties and responsibilities of the various principal parties are briefly summarized below (the numbers indicated correspond to the applicable regulation number in the Construction Regulations, 2014). The intention of the summary is not to replace the Regulations but is included for indicative purposes. The liabilities of each party are also shown.

a) Employer

- (1) A client must—
- a) prepare a baseline risk assessment for an intended construction work project;
 - b) prepare a suitable, sufficiently documented and coherent site specific health and safety specification for
-

-
- the intended construction work based on the baseline risk assessment contemplated in paragraph (a);
- c) provide the designer with the health and safety specification contemplated in paragraph (b);
 - d) ensure that the designer takes the prepared health and safety specification into consideration during the design stage;
 - e) ensure that the designer carries out all responsibilities contemplated in regulation 6;
 - f) include the health and safety specification in the tender documents;
 - g) ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
 - h) ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely;
 - i) take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations;
 - j) ensure before any work commences on a site that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);
 - k) appoint every principal contractor in writing for the project or part thereof on the construction site;
 - l) discuss and negotiate with the principal contractor the contents of the principal contractor's health and safety plan contemplated in regulation 7(1), and must thereafter finally approve that plan for implementation;
 - m) ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor;
 - n) take reasonable steps to ensure that each contractor's health and safety plan contemplated in regulation 7(1)(a) is implemented and maintained;
 - o) ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
 - p) ensure that a copy of the health and safety audit report contemplated in paragraph (o) is provided to the principal contractor within seven days after the audit;
 - q) stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site;
 - r) where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely; and
 - s) ensure that the health and safety file contemplated in regulation 7(1)(b) is kept and maintained by the principal contractor.
- (2) Where a client requires additional work to be performed as a result of a design change or an error in construction due to the actions of the client, the client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
-

- (3) Where a fatality or permanent disabling injury occurs on a construction site, the client must ensure that the contractor provides the provincial director with a report contemplated in section 24 of the Act, in accordance with regulations 8 and 9 of the General Administrative Regulations, 2013, and that the report includes the measures that the contractor intends to implement to ensure a safe construction site as far as is reasonably practicable.
- (4) Where more than one principal contractor is appointed as contemplated in sub-regulation (1)(k), the client must take reasonable steps to ensure co-operation between all principal contractors and contractors in order to ensure compliance with these Regulations.
- (5) Where a construction work permit is required as contemplated in regulation 3(1), the client must, without derogating from his or her health and safety responsibilities or liabilities, appoint a competent person in writing as an agent to act as his or her representative, and where such an appointment is made the duties that are imposed by these Regulations upon a client, apply as far as reasonably practicable to the agent so appointed.
- (6) Where notification of construction work is required as contemplated in regulation 4(1), the client may, without derogating from his or her health and safety responsibilities or liabilities, appoint a competent person in writing as an agent to act as his or her representative, and where such an appointment is made the duties that are imposed by these Regulations upon a client, apply as far as reasonably practicable to the agent so appointed: Provided that, where the question arises as to whether an agent is necessary, the decision of an inspector is decisive.
- (7) An agent contemplated in sub-regulations (5) and (6) must—
- a) manage the health and safety on a construction project for the client; and
 - b) be registered with a statutory body approved by the Chief Inspector as qualified to perform the required functions;
- (8) When the chief inspector has approved a statutory body as contemplated in sub-regulation (7)(b), he or she must give notice of that approval in the Gazette

In terms of Clause 4.3.3 of the Contract Data, the Contractor accepts sole liability as mandatory for due compliance with the Occupational Health and Safety Act, 1993 and all its regulations including the Construction Regulations, 2014. The Employer will only be responsible for the duties imposed on the Employer in terms of the Construction Regulations, 2014 as listed above.

b) Employer's Safety Agent

Where the Employer decides to appoint an agent in accordance with regulation 5.(5) of the Construction Regulations, 2014, the duties and responsibilities as imposed by these regulations upon the Employer shall as far as reasonably practicable apply to his Safety Agent.

(c) A principal contractor must—

- (a) provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications contemplated in regulation 5(1)(b), which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
 - (b) open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a contractor; and
 - (c) on appointing any other contractor, in order to ensure compliance with the provisions of the Act—
 - (i) provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications contemplated in regulation 5(1)(b) pertaining to the construction work which has to be performed;
 - (ii) ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
 - (iii) ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
 - (iv) ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
 - (v) appoint each contractor in writing for the part of the project on the construction site;
 - (vi) take reasonable steps to ensure that each contractor's health and safety plan contemplated in sub-regulation (2)(a) is implemented and maintained on the construction site;
 - (vii) ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
 - (viii) stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
 - (ix) where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely; and
 - (x) discuss and negotiate with the contractor the contents of the health and safety plan contemplated in sub-regulation (2)(a), and must thereafter finally approve that plan for implementation;
-

- (d) ensure that a copy of his or her health and safety plan contemplated in paragraph (a), as well as the contractor's health and safety plan contemplated in sub-regulation (2)(a), is available on request to an employee, an inspector, a contractor, the client or the client's agent;
- (e) hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation referred to in sub-regulation (2)(b), include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- (f) in addition to the documentation required in the health and safety file in terms of paragraph (c)(v) and sub-regulation (2)(b), include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and
- (g) ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

(d) A contractor must prior to performing any construction work—

- a) provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification contemplated in regulation 5(1)(b) and provided by the principal contractor in terms of sub-regulation (1)(a), which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- b) open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's agent or the principal contractor;
- c) before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- d) co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act; and
- e) as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

(1) Where a contractor appoints another contractor to perform construction work, the duties determined in sub-regulation (1)(b) to (g) that apply to the principal contractor apply to the contractor as if he or she were the principal contractor.

(2) A contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.

- (3) No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- (4) A contractor must ensure that all visitors to a construction site undergo health and safety induction training pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.
- (5) A contractor must at all times keep on his or her construction site records of the health and safety induction training contemplated in sub-regulation (6) and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor;.

A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3

(e) Designer (Employer's Designer or Contractor's Designer)

To ensure compliance with the Construction Regulations, 2014, the Designer (as defined in the Construction Regulations, 2014) must:

- (a) ensure that the applicable safety standards incorporated into these Regulations under section 44 of the Act are complied with in the design;
 - (b) take into consideration the health and safety specification submitted by the client;
 - (c) before the contract is put out to tender, make available in a report to the client—
 - (i) all relevant health and safety information about the design of the relevant structure that may affect the pricing of the construction work;
 - (ii) the geotechnical-science aspects, where appropriate; and
 - (iii) the loading that the structure is designed to withstand;
 - (d) inform the client in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
 - (e) refrain from including anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which can
-

be avoided by modifying the design or by substituting materials;

(f) take into account the hazards relating to any subsequent maintenance of the relevant structure and must make provision in the design for that work to be performed to minimize the risk;

(g) when mandated by the client to do so, carry out the necessary inspections at appropriate stages to verify that the construction of the relevant structure is carried out in accordance with his design: Provided that if the designer is not so mandated, the client's appointed agent in this regard is responsible to carry out such inspections;

(h) when mandated as contemplated in paragraph (g), stop any contractor from executing any construction work which is not in accordance with the relevant design's health and safety aspects: Provided that if the designer is not so mandated, the client's appointed agent in that regard must stop that contractor from executing that construction work;

(i) when mandated as contemplated in paragraph (g), in his or her final inspection of the completed structure in accordance with the National Building Regulations, include the health and safety aspects of the structure as far as reasonably practicable, declare the structure safe for use, and issue a completion certificate to the client and a copy thereof to the contractor; and

(j) during the design stage, take cognisance of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.

(2) The designer of temporary works must ensure that—

a) all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;

b) the designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;

c) all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and

d) the loads caused by the temporary works and any imposed loads are clearly indicated in the design.

The Employer's Designer shall only accept responsibility to comply with the Construction Regulations, 2014 for that portion of the Permanent Works which the Employer is responsible to design in terms of the Contract.

The Contractor's Designer shall accept sole responsibility and liability to comply with the Construction Regulations, 2014 for that portion of the Permanent Works for which the Contractor is responsible to design in terms of the Contract as well as the design of the Temporary Works.

2.4.2 Secondary Parties

This section covers the duties, responsibilities and liabilities of the following secondary parties:

- Construction Health and Safety Officer
 - Contractor's Employees
 - Fall Protection Developer
 - Health and Safety Consultant
 - Health and Safety Representative
 - Risk Assessor
- a) Construction Health and Safety Officer

The Construction Health and Safety Officer will act as Health and Safety advisor to the site management staff, ensuring the integrity of the Safety management System and Plan and its implementation. The Construction Health and Safety Officer can therefore never take over the line management responsibilities for safe work practices.

The Contractor is responsible for the development of the position outcomes descriptors for the Construction Health and Safety Officer. This documentation shall be available on site for auditing purposes.

The Construction Health and Safety Officer shall if given an opportunity, provide an input into the Contractor's Health and Safety Plan.

b) Contractor's Employees

All employees will be responsible for safety on the construction site and the work place as prescribed in section 14 of the Occupational Health and Safety Act, 1993 and briefly summarized as follows:

- Take reasonable care for the health and safety of himself and of other persons who may be affected by his acts,
 - Co-operate with his employer with regards to health and safety to ensure that his employer complies with requirements imposed on him,
-

- Obey the health and safety rules and procedures laid down by his employer,
- Report any unsafe or unhealthy situation to his employer or to the health and safety representative for his workplace,
- Immediately report any incident in which he was involved which has caused an injury to himself or others, and
- Assist in inquiries and incident investigations.

No employee shall intentionally or recklessly interfere with, damage or misuse anything which is in the interest of health and safety

c) Fall Protection Developer

The Fall Protection Developer will be responsible for the preparation and maintenance of a fall protection plan to be implemented by the Contractor, in such a manner to ensure compliance with regulation 10 of the Construction Regulations, 2014.

d) Health and Safety Consultant

The Health and Safety Consultant shall assist the Contractor in any health and safety matters on the Works for which he is appointed.

e) Health and Safety Representative

The Health and Safety Representative shall fulfill the duties as set out in section 18 of the Occupational Health and Safety Act, (Act 85 of 1993). A health and safety representative shall not incur any civil liability by reason of the fact only that he failed to do anything which he may do or is required to do in terms of the Act.

f) Risk Assessor

The Risk Assessor shall facilitate the risk assessment process of the Contractor or Subcontractor. The Risk Assessor shall be responsible for the compilation and implementation of a management plan towards the continuous mitigation of identified risks to as low as is reasonable practicable.

2.4.3 Supervisors, Inspectors and Issuers

This section covers the duties, responsibilities and liabilities of the following Supervisors, Inspectors and Issuers likely to be found on the Works:

a) Bulk Mixing Plant Supervisor

The Bulk Mixing Plant Supervisor shall be required to ensure compliance with regulation 20 of the Construction Regulations, 2014. In addition, he shall fulfill the following duties and responsibilities:

- Manage the day to day operation of a bulk mixing plant,
- Be responsible for the maintenance of the bulk mixing plant,
- Be able to identify developing defects and hazardous situations,
- Act as the Occupational Health and Safety Representative at the bulk mixing plant, and
- Take responsibility for the safety of the personnel at the bulk mixing Plant.

The Bulk Mixing Plant Supervisor will have the authority to stop operation of the plant should any hazardous situation require it.

b) Construction Supervisor

The Construction Supervisor shall be responsible for supervising the construction work inclusive of the implementation and maintenance of safe work practices.

c) Construction Vehicle & Mobile Plant Inspector

The Construction Vehicle and Mobile Plant Inspector will ensure the safety of all construction vehicles and plant in such a manner to ensure compliance with regulation 23 of the Construction Regulations, 2014. The inspector will also be responsible for the regular inspection of all vehicles and plant and the recording of his findings. The Contractor shall ensure that proof of such is available on site for auditing purposes.

d) Demolition Work Supervisor

The Demolition Work Supervisor will supervise and control all demolition work on the Works in such a manner to ensure compliance with regulation 14 of the Construction Regulations, 2014. The supervisor will be responsible for all administration related to the demolition works. The Contractor shall ensure that proof of such is available on site for auditing purposes.

e) Electrical Temporary Installation Inspector

The Electrical Temporary Installation Inspector will control all temporary electrical installations on the Works to ensure compliance with regulation 24 of the Construction Regulations, 2014, the Electrical Installations Regulations, 1992 and SANS 0142. The Contractor shall ensure that proof of such is available on site for auditing purposes.

f) Excavation Work Supervisor

The Excavation Work Supervisor will supervise all excavation work on the Works in such a manner to ensure compliance with regulation 13 of the Construction Regulations, 2014 and shall in particular ensure that every excavation is inspected:

- On a daily basis before each shift,
 - After every blasting operation,
 - After an unexpected fall of ground,
 - After substantial damage to supports, and
-

- After rains.

The Contractor shall ensure that proof of such is available on site for auditing purposes.

g) Explosive actuated fastening devices Issuer

The Explosive actuated fastening devices issuer will control the issuing and collection of explosive tools, cartridges and nails or studs to ensure compliance with regulation 21 of the Construction Regulations, 2014. The Contractor shall ensure that proof of such is available on site for auditing purposes.

h) Fire Extinguisher Inspector

The Fire Extinguisher Inspector will be responsible for the operation and inspection of all firefighting equipment on the Works to ensure compliance with regulation 29 of the Construction Regulations, 2014. The Contractor shall ensure that proof of such is available on site for auditing purposes.

i) Temporary Works Supervisor

The Temporary Works Supervisor will supervise all temporary works operations and will see to it that temporary works erectors, operators and inspectors are competent to carry out their works to ensure compliance with regulation 12 of the Construction Regulations, 2014. The Contractor shall ensure that proof of such is available on site for auditing purposes.

j) Ladder Inspector

The Ladder Inspector will be responsible for the regular inspection and recording of his/her findings of all ladders on the Works and to ensure compliance with regulation 13 of the General Safety Regulations. The Contractor shall ensure that proof of such is available on site for auditing purposes.

k) Material Hoist Inspector

The Material Hoist Inspector will be responsible for the daily inspection of material hoists or similar machinery and to ensure Works to ensure compliance with regulation 19 of the Construction Regulations, 2014. The inspector must have experience pertaining to the erection and maintenance of all hoists on the Works. The inspector must be able to determine the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices. The Contractor shall ensure that proof of such is available on site for auditing purposes.

l) Scaffolding Supervisor

The Scaffolding Supervisor will be required to supervise all scaffolding work operations carried out on the Works and to ensure compliance with regulation 16 of the Construction Regulations,

2014 as well as ensure compliance with applicable SANS 085 specifications. The Contractor shall ensure that proof of such is available on site for auditing purposes.

m) Stacking Supervisor

The Stacking Supervisor shall supervise the stacking and storage of all articles on site and shall be responsible to ensure compliance with regulation 28 of the Construction Regulations, 2014.

n) Suspended Platform Supervisor

The Suspended Platform Supervisor will supervise all suspended platform work operations carried out on the Works and to ensure compliance with regulation 17 of the Construction Regulations, 2014. The supervisor will also see to it that all suspended platform erectors, operators and inspectors are competent to carry out their work. The Contractor shall ensure that proof of such is available on site for auditing purposes.

3. GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN

3.1 General

It will be expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014 and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following generic aspects should be covered in their safety plan

- What administrative procedures the Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- What control systems the Contractor envisages to implement on site to support his safety program
- How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Contractor envisages and how he would go about to execute it
- The Contractor should indicate which competent persons he plans on employing

During the tendering phase it will be expected from the tenderer to briefly explain how the abovementioned will be accomplished.

Once a successful tenderer has been appointed, the Contractor shall supply a detailed Health and Safety Plan for review by the Employer, prior to site mobilization, to ensure compliance with the Construction Regulations, 2014. Mobilization shall be dependent upon the acceptance of the Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

3.2 Outline of Health and Safety Plan

The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
 2. Risk Assessment,
 - a. Alternative Forms of Risk Assessment,
 - b. Methodology of Risk Assessment,
 - c. Elements of Risk Assessment,
 - i. Scope of assessment,
 - ii. Risks Identified,
 - iii. Risk Analysis,
 - iv. Risk Evaluation,
 - v. Risk Treatment,
 - vi. Monitoring and reviewing,
 3. Resources,
 - a. Health and Safety Staffing Organogram,
 - b. Supervisors, Inspectors and Issuers,
 - c. Employees,
 - d. Subcontractors inclusive of their scope of work and their core resources,
 - e. Training,
 - f. Plant,
 - g. Vehicles,
 - h. Equipment
 4. Materials,
 - a. Temporary Materials
 - b. Permanent Materials
 5. Categories of Work
 6. Implementation of Health and Safety Plan,
 - a. Administrative systems,
 - b. Training,
 - c. Reporting,
 - d. Monitoring,
 - e. Inspections,
 7. Auditing,
 - a. Internal audits,
 - b. Follow-up audits,
 8. Financial Aspects,
 9. Emergency procedures and response
-

4. RISK ASSESSMENT FOR CONSTRUCTION WORK

4.1 General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

4.2 Forms of Risk Assessment

In order to ensure compliance with the Construction Regulations, the Contractor will be required to carry out the following three forms of risk assessment:

4.2.1 *Baseline or datum risk assessments*

The Contractor will be required to carry out a risk assessment before the commencement of construction activities on the Works. This “baseline” or “datum” risk assessment will form part of the Contractor’s Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

4.2.2 *Issue based risk assessments*

The Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:

- Designs are amended,
- New machines are introduced,
- Plant is periodically cleaned and maintained,
- Plant is started-up or shut-down,
- Systems of work change or operations alter,
- Incidents or near-misses occur, or
- Technological developments invalidate prior risk assessments.

4.2.3 *Continuous risk assessments*

The Occupational Health and Safety Act specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Regular audits,
- Maintaining general hazard awareness,
- Pre-work risk assessment

4.3 **Methodology for the Preparation of Risk Assessments**

The Contractor shall in the preparation of his risk assessments, follow the following general principles:

- Employ a team of suitably qualified individuals with appropriately varied and relevant experience in risk assessment,
 - The appointed risk assessor shall lead the risk assessment,
-

- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment, and
- Conduct risk assessments in workshops of the team or by individual members of the team under guidance of the leader as appropriate to the situation.

4.4 Elements of a Risk Assessment

4.4.1 General

The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

- 1) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
- 2) Systematically identify risks,
- 3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
- 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
- 6) Monitor and review progress and performance in terms of management system, and
- 7) Communicate and consult.

The following sections 4.4.2 to 4.4.7 deal with items (2) to (7) above. These items form the continuing process of the risk assessment as indicated in Figure 1, below.

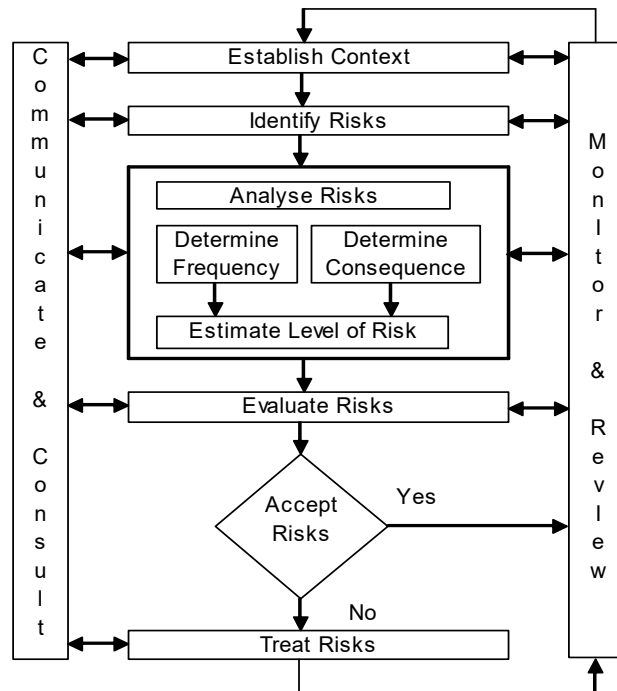


Figure 1: Risk Management Process

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items.

4.4.2 Risk Identification

The Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Contractor should bear the following principles in mind when identifying the risks:

- i) Systematically address all risks or hazards on the Works,
- ii) Review all aspects of the work, but consider only those that have a potential to cause harm,
- iii) Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
- iv) Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v) Address what actually happens in the workplace during the work activity
- vi) Consider all persons that may be affected,
- vii) Highlight those groups and individuals who may particularly be at risk, and
- viii) Review the adequacy and effectiveness of existing safety controls and measures

4.4.3 Risk Analysis

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in a year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the “risk matrix” in Figure 2 below.

Frequency of Occurrence of Hazard	Severity of Consequences of Potential Hazard					
	1 Medically treatable injury	1 Compensable injury	10 Compensable injuries	1 Permanently disabling injury	1 Fatality	10 Fatalities
Frequent; 1 or more occurrences per year	Medium	High	Very high	Severe	Severe	Severe
Several times during a career; 0.1 occurrences per year	Medium-low	Medium	High	Very high	Severe	Severe
Unlikely, but possible during a career; 0.01 occurrences per year	Low	Medium-low	Medium	High	Very high	Severe
Very unlikely during a career; 0.001 occurrences per year	Low	Low	Medium-low	Medium	High	Very high
Barely credible; 0.0001 occurrences per year	Low	Low	Low	Medium-low	Medium	High

Figure 2: Compounded Risk Matrix

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, be they qualitative. The risks evidently range from low to severe. Note that diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration.

The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

4.4.4 Risk Evaluation

In this step the Contractor will be required to compare the assessed risk with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or

- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or
- If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or
- If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

4.4.5 Risk Treatment

In this step, the Contractor will select and implement appropriate measures for dealing with risk. Typically measures comprise the following:

- Elimination by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
- Reduction by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
- Minimization by changing designs, procedures, management methods, etc, applicable to high frequency–low consequence risks, or
- Transfer or share whole or part of the risk to another party by insurance, contractual arrangements or organizational structures, applicable to low frequency–high consequence risks, or
- Control to ensure that risks do not increase, applicable to low frequency–high consequence risks, or
- Retention together with provision of monitoring and personal protective equipment, applicable to low frequency–low consequence residual risks after reduction, or
- Acceptance without particular action other than provision of personal protective equipment, applicable to low frequency–low consequence risks.

The following principles enable the optimum treatment to be determined:

- Avoid risks altogether if possible by using different approaches, substances or methods of work,
- Combat risks at source rather than by adopting secondary measures,
- Adapt work to the individual rather than the individual to the work, that is, in the design consider the people and their attributes that will operate the system
- Take advantage of technological and technical progress,
- Risk prevention measures must be part of a coherent policy and approach to safety management that involves performance measurement, goal setting, feedback and analysis,
- Give preference to measures that protect the whole work force,
- Ensure that those for whom protection is provided understand what they need to do to make sure that the protection works, and
- Ensure that measures to control risks are an accepted part of an active health and safety culture supported by all levels of the organization; single risk reduction initiatives invariably fail.

4.4.6 Reporting and Recording

The Contractor shall ensure that the risk assessment process is recorded in the form of a report and included in his Health and Safety Plan. The report should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent and the Engineer. The essential contents of the report should be as follows:

- Objectives and expected outcomes,
- Description of the Works under assessment,
- Summary of context of study
- Composition of risk assessment team, (including qualifications and relevant experience),
- Approach used to systematically identify risks,
- Identified risks (ranked in order of priority),
- Method adopted for assessing frequencies and consequences of risks,
- Consequences (ranked in order of magnitude),
- Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk,
- Basis for defining safety standards to be achieved,
- Contractor's resources devoted to risk assessment,
- Actions proposed to reduce unacceptably high risks,
- Review effectiveness of existing safety measures to control risks, and
- Implementation programme of selected treatments (including controls to manage unacceptably high risks).

4.4.7 Monitoring and Review

It is necessary to monitor risks, the effectiveness of the risk treatment plan and the strategies and management system set up to control implementation. Control of the risk management program entails the setting of standards, monitoring actual performance, comparing the performance with the standards and correcting any deviations from the standard. Risks and the effectiveness of the control measures need to be monitored to ensure changing circumstances do not alter risk priorities. Few risks remain static.

Ongoing review is essential to ensure that the management plan remains relevant. Factors that affect the likelihood and consequences of an outcome may change, as may factors that affect the suitability or cost of the various treatment options. If an accident occurs, or if more is learnt about the hazards in the workplace, the risk assessment may need to be reviewed or modified. Hazards may be observed that have not been anticipated or previously identified and which may require appropriate measures to be taken. After an accident has occurred, it is important to determine whether it was predicted, whether preventive measures were identified, and if so, why they did not work, whether the risk assessment is still suitable and sufficient if it failed to predict the accident, whether to the decision to accept a predicted risk as tolerable is still valid, why the accident occurred and what should be done to prevent similar accidents occurring again. It is therefore necessary to regularly repeat the risk

management cycle, the time between reviews being dependent on the nature of the risks and the degree of change likely to take place in the work activity. Review is an integral part of the risk management treatment plan.

4.4.8 *Communication and Consultation*

The Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Employer and his Safety Agent, the Engineer and the Contractor's employees and consultants.

Effective communication will ensure that those responsible for implementing the risk management process and those with a vested interest, understand the basis on which decisions are made and why particular actions are taken. It will also ensure that the perceptions of all those involved are noted and accommodated during the process.

5. **RESOURCES**

5.1 **General**

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health And Safety Act, 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the temporary and permanent Works.

5.2 **Employees**

5.2.1 *Inspectors, supervisors and Issuers*

The Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the Works. The organogram should include those inspectors, supervisors and issuers as envisaged in the Construction Regulations, 2014 required for the Works and any additional supervisory staff members as the Contractor (having taken the scope of the Works into account) considers necessary.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence and their appointment letters should be appended to the Contractor's Health and Safety Plan.

The Contractor's Health and Safety Plan should in addition cover at least the following aspects:

- The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Storeman and Team Leaders) employees he intends employing on the Works,
 - The health and safety training to be provided to the Contractor's employees,
 - The programme of the health and safety training,
 - Systems for the review of the effectiveness of the training provided, and
-

- Systems to determine further training requirements throughout the construction period.

In preparing his Health and Safety Plan, the Contractor shall ensure compliance with Clauses in Section 4.2 of the Project Specifications.

Pro-forma letters of appointment for the various inspectors, supervisors and issuers as contemplated in the Construction Regulations, 2014 are included in **Annexure A** to this specification for use by the Contractor. The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors and issuers appointed for the Works.

5.2.2 *Subcontractors*

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
- How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
- How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
- How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
- How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
- How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

5.2.3 *Competencies*

The Contractor shall establish if a person is competent to perform a certain duty or be appointed in a certain capacity by requesting all candidates to supply the required certificates of competency. Where certificates of competencies cannot be delivered, the Contractor shall request a portfolio of evidence from the respective candidates.

Contractors should do enquiries at the South African Qualifications Authority (SAQA) relating to the qualifications required for appointment of competent persons.

5.2.4 *Physical and Psychological Fitness*

Where required by the Occupational Health & Safety Act and its regulations the contractor shall ensure that his employees are in possession of a valid medical certificate of fitness to work in such an environment.

In terms of the Construction Regulations 2014 medical certificates of fitness are required for persons working at elevated positions (Regulation 10.(2)(b)), persons working on suspended platforms (Regulation 17.(12)a) tower crane operators (Regulation 22.(f)) and construction vehicle and mobile plant operators (Regulation 23.(1)(d)(i)).

5.3 Plant, Vehicles and Equipment

5.3.1 Suspended platforms

The Contractor must, with reference to Regulation 17: Suspended platforms of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends complying with SANS 1808 and SANS 1903,
- What systems he intends using to ensure the safety of all suspended platforms,
- What tests will be performed to establish the safety of suspended platforms,
- How he intends maintaining suspended platforms being used, and
- How he will document the design, testing, maintenance and inspections of the suspended platforms.

5.3.2 Rope Access

The Contractor must, with reference to Regulation 18: Rope access of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Explain what systems he intends using to ensure the safety of all access ropes,
- Explain how he intends maintaining access ropes in use,
- What tests will be performed to establish the safety of access ropes, and
- How he will document the design, testing, maintenance and inspections of the access ropes.

5.3.3 Material hoists

The Contractor must, with reference to Regulation 19: Materials Hoists, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends confirming the construction stability of the material hoists,
 - What systems he intends using to ensure the safety of all material hoists,
 - What tests will be performed to establish the safety of all material hoists,
-

- How he intends maintaining the material hoists being used, and
- How he will document the design, testing, maintenance and inspections of all material hoists and
- What safety procedures and precautions are envisaged to ensure safe operation of the materials hoists.

5.3.4 Bulk Mixing Plants

The Contractor must, with reference to Regulation 20: Bulk mixing plants of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- What systems he intends using to ensure the safety of all bulk mixing plants,
- How he intends maintaining the bulk mixing plants in use, and
- How he will document the design, testing, maintenance and inspections of bulk mixing plants in use.

5.3.5 Explosive actuated fastening devices

The Contractor must, with reference to Regulation 21: Explosive actuated fastening devices, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends controlling the issuing of Explosive actuated fastening devices,
- How he intends implementing safety procedures prior to use of Explosive actuated fastening devices, and
- What safety measures will be required during the use of Explosive actuated fastening devices.

5.3.6 Cranes

This section of the specification shall be read in conjunction with the provisions of the Driven Machinery Regulations, 1988.

The Contractor shall with reference to Regulation 22: Cranes, of the Construction Regulations, 2014 and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How will environmental factors be taken into account in respect to the use of cranes,
 - What systems he intends using to ensure the safety of all cranes in use,
 - How he intends maintaining cranes in use,
 - What tests will be performed to establish the safety of all cranes in use,
 - What safety procedures and precautions are envisaged to ensure the safe operation of all cranes in use,
 - How he will document the design, testing, maintenance and inspections of all cranes in use, and
-

- The contractor shall proof compliance of the Driven Machinery Regulation, 1988, with reference to the lifting machinery and tackle being used.

5.3.7 *Construction vehicles and mobile plant*

The Contractor must, with reference to Regulation 23: Construction vehicles and mobile plant of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that construction vehicles and mobile plant are:
 - Of acceptable design and construction,
 - Maintained and in good working order,
 - Used according to design specifications, and
 - Are protected from falling into excavations, water or areas lower than the working surfaces,
- How he intends ensuring that workers are trained, authorised and physically fit to operate construction vehicles and mobile plant,
- What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works, and
- How he intends safeguarding employees against construction vehicles and mobile plant moving on the construction site.

5.3.8 *Electrical Installation and Machinery on construction sites*

This section of the specification shall be read in conjunction with the provisions contained in the Electrical Installation Regulations, 1992.

The Contractor must, with reference to Regulation 24: Electrical Installation and machinery on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends safeguarding employees against electrical cables or apparatus under, over or on site, and
- How he will ensure that electrical installations are of adequate strength to withstand working conditions on a construction site.

5.3.9 *Ladders*

The Contractor shall with reference to Regulation 13A of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that ladders used are safe and constructed of materials approved for its intended use, and
-

- What precaution will be made to ensure the stability of ladders in use.

6. MATERIALS

6.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the design, supply, storage and erection of materials used for the temporary and permanent Works.

6.2 Fall Protection Equipment

The Contractor must, with reference to Regulation 10: Fall Protection Equipment of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Compilation of a fall protection plan,
- How the fall protection plan will be implemented and maintained,
- How employees will be screened and declared medically fit to work in areas where fall protection equipment is needed,
- How the safeguarding of persons, plant, vehicles, equipment and facilities on the construction site is contemplated,
- Training of staff working at heights and in the use of fall protection equipment,
- How a continuous assessment of the situation will be executed,
- How fall protection equipment will be inspected for safety, and
- How corrective actions will be implemented
- Emergency plans and procedures for treatment of incidents relating to falls from height.

6.3 Scaffolding

The Contractor must, with reference to Regulation 16: Scaffolding of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How compliance with SANS 085 will be ensured,
- How scaffolding in use will be maintained,
- What systems are intended to ensure the safety of scaffolding used, and
- What tests will be performed to establish the safety of scaffolding used
- Training plan for scaffold erectors and inspectors.

6.4 Use and temporary storage of flammable liquids on construction sites

This section of the specification shall be read in conjunction with the provisions for the use and storage of flammable goods as determined in the General Safety Regulations.

The Contractor must, with reference to Regulation 25: Use and temporary storage of flammable liquids on construction sites of the Construction Regulations, 2014, and in addition to compliance with the provisions for the use of flammable liquids in the General Safety Regulations 2003, ensure that:

- (a) where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- (b) no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- (c) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- (d) only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- (e) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- (f) where flammable liquids are decanted, the metal containers are bonded and earthed; and no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids

6.5 Stacking and storage on construction sites

This section of the specification shall be read in conjunction with the provisions for the stacking of articles contained in the General Safety Regulations.

The Contractor must, with reference to Regulation 28: Stacking and storage on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Who will supervise the stacking and storage of materials on site, and
 - What systems are intended to ensure the safe stacking and storage of materials on the site
-

6.6 Personnel Safety Equipment and Facilities

The Contractor must comply with Section 2 of the General Safety Regulations, and shall in particular provide all necessary personnel protective equipment for his personnel for the duration of the construction period. To this end the Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

- Identify training requirements in the Contractors Training plan in the use and maintenance of personal protective equipment,
- The type of personnel safety equipment he will provide,
- How he intends issuing it to his employees, and
- How he will maintain the personnel safety equipment issued.

6.7 First Aid, Emergency Equipment and Procedures

The Contractor must comply with Section 3 of the General Safety Regulations regarding first aid, emergency equipment and procedures.

7. CATEGORIES OF WORK

In this section of his Health and Safety Plan, the Contractor is required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of the following categories of work.

7.1 General

The Contractor must, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

7.1.1 Construction Employees' facilities

Contractors is required to adhere to Regulation 30: Construction employees facilities of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 0400.

The Contractor must discuss the following in detail in his safety plan:

- How will the Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs

- What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport

7.1.2 *Environmental regulations for workplaces*

The Contractor must comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

- Thermal requirements,
- Lighting,
- Windows,
- Ventilation,
- Housekeeping,
- Noise and hearing conservation,
- Precautions against flooding, and
- Fire precautions and means of egress.

7.1.3 *Housekeeping and general safeguarding on construction sites*

7.1.4 Contractors is required to adhere to Construction Regulation 25: Housekeeping and general safeguarding on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- How will contractors ensure the neatness of construction sites
- What measures does the Contractor envisage to
 - Store and/or stack materials,
 - Remove debris from site,
 - Prevent unauthorized entrance to the site
 - Protect employees or passers-by from falling objects

7.1.5 *Fire precaution on construction sites*

Contractors is required to adhere to Construction Regulation 27: Fire precautions on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- How the Contractor will minimize the risk of fire on the site
-

- How the Contractor will identify potential fire hazards
- What prohibitions the Contractor will implement to manage risk areas
- How many employees the Contractor will train in fire fighting
- What organization the Contractor envisage to combat fires on sites
- What precautions and procedures will be followed to evacuate employees in the case of a fire

7.1.6 *Water Environments*

The Contractor is required to adhere to Construction Regulation 26: Water Environments, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

- What precautions will the Contractor take to identify dangers where employees may fall into water
- What safety procedures and equipment will the Contractor implement to safeguard employees working at water environments

7.1.7 *Structures*

The Contractor is required to adhere to Construction Regulation 11: Structures, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

- Explain what controls, test or precautions will be made to prevent structures from collapsing during construction,
- The Contractor shall indicate what steps will be taken and implemented to ensure that structures or parts thereof will not be loaded in such a manner that it may collapse, and
- What procedures does the Contractor envisage to implement in order to obtain all relevant data on structures before commencement of construction work.

7.1.8 *Watching, barricading and lighting*

The Contractor is required to adhere to regulations 13.2(i) and 13.2.(l) of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan in respect of any excavation or other dangerous activity adjacent to public roads and thoroughfares:

- Type of barrier or fencing to be used,
 - Type and spacing of warning lights and warning signs, and
 - Control systems and personnel he intends employing to ensure that the above items are maintained.
-

7.1.9 Hazardous Chemical Substances

The Contractor is required to adhere to the Regulations for Hazardous Chemical Substances 1995 as amended in the handling and storage cement of and other hazardous chemical substances.

The Contractor must discuss the following in detail in his safety plan in respect of each hazardous chemical substance that will be used in the works:

- Storage of substance
- Handling of substance
- Protective clothing and other devices to be used while handling the substance
- Medical surveillance.

7.2 Site Clearance

The Contractor must, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

7.2.1 Demolition work

Contractors is required to adhere to Construction Regulation 14: Demolition work, of the Construction Regulations, 2014.

The Contractor shall discuss the following in detail in his safety plan:

- Briefly explain how he will safeguard people and property during and after demolition works
- Briefly explain how he will protect staff from dangerous situations
- Discuss the methods proposed to safeguard the public and property against harm during demolition work
- Discuss what type of equipment he envisage to use during demolition work
- How will the Contractor ensure the safety of equipment used during demolition work
- What steps will the Contractor deem necessary to take where hazardous materials is encountered
- Dust control measures
- Noise control measures

7.3 Earthworks

The Contractor must, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

7.3.1 Excavation

Contractors is required to adhere to Construction Regulation 13: Excavation, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

- How will the Contractor establish the stability of ground prior to excavations,
- What steps will the Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and
- What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe.

7.4 Concrete

The Contractor must, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

7.4.1 Temporary Works

The Contractor must with reference to Regulation 12: Temporary Works, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How the design of Temporary Works will be carried out,
- How the erection of Temporary Works will be managed,
- How the continuous assessment of the safety of Temporary Works will be done,
- How the loading of Temporary Works will be managed or limited, and
- How he intends keeping records of the above.

7.5 Pipes

The Contractor must comply with Section 9 of the General Safety Regulations, with regards to the welding, flame cutting, grinding, soldering or similar operations associated with pipework.

8 IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN

8.1 General

The Contractor must describe in his Health and Safety Plan how he intends implementing his plan.

The Contractor must indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor must indicate how internal audits will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff and how he would implement the findings and recommendations of internal audits or inputs of employees.

8.2 Administrative Systems

The Contractor must comply with Section 9 of the General Administrative Regulations, 1996. The Contractor's administrative system shall without limiting his obligations, cover the following:

- Up keep of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Application for permits,
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Recording of minutes of safety meetings,
- Recording of checklists,
- Safe keeping of checklists, and
- Internal audits.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on the for every 20 employees employed.

8.3 Reporting Systems

The Contractor must comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health and Safety Act, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

8.4 Training

The Contractor must train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

- The hazards of any work he has to perform or plant machinery or equipment he is permitted to use, and
 - The precautionary measures which should be taken regarding the above.
-

The Contractor must, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified
- What proof of induction training will be carried by his employees (e.g. laminated type identification card).

8.5 Safety Meetings

The Contractor must conduct at least one formal safety meeting per month with his employees to ensure safety awareness and shall maintain appropriate records of attendance and meeting content. Such records shall be made available to the Employers Safety Agent. Such meetings shall address at least the following:

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Job or work projections
- Work procedures
- Protective clothing / equipment
- Housekeeping
- General safety topics

8.6 Inspections and Monitoring

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- Who will be responsible for the checking of each workplace at the commencement of each shift.

The Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Contractor can expect inspections of the works by any of the following parties:

- The Employer or his Safety Agent,
 - The Employer's Occupational Safety Officer, or
-

- The designated officer serving in the Department of Labour and appointed by the Minister as Chief Inspector or his representative.

In addition to site inspections performed by the Employer or his safety agent they shall also do audits and assess the safety situation at the works and investigate incidents. Follow-up inspections will be performed to ensure compliance to recommendations done.

The Employer, his Safety Agent or his Occupational Safety Officer may stop the work at any time under the following conditions:

- If the Contractor is not compliant with his Health and Safety Plan
- Imminent threat to the health and safety of any person on site
- Continuous non-conformance to corrective action requests.

Inspections by the Chief Inspector or his representative will be by appointment and the purpose would be to investigate complaints received by the Inspector or to investigate serious incidents.

The Chief Inspector or his representative may issue prohibition notices to stop the activities at the works until the situation investigated has been resolved or he may issue an improvement notice whereby the Contractor will have a period to rectify any hazard identified by the inspector.

9. AUDITING

9.1 Internal Audits

The audits contemplated in regulation 5(1)(o) of the Construction Regulations, 2014 will be carried out by the Employer or his appointed Safety Agent.

The intervals for the audits shall be agreed between the Contractor and the Employer or his Safety Agent during the preparation of the Contractor's Health and Safety Plan, but shall be carried out at least once every 30 days or at such shorter interval that an inspector may require. The Employer or his Safety Agent shall provide at least 7 calendar days notice prior to the conducting of an audit.

The findings of each audit will be made known to the Contractor and the Employer in a report prepared by the Employer or his Safety Agent and will be submitted to all parties within seven working days of the respective audit being completed. Any shortfalls identified will be documented in the audit report together with the Contractor's proposals to rectify the same. All audit reports will be filed in the Health and Safety File.

A date for a follow up audit will be negotiated with the Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report.

The Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations and contemplated in regulation 7(3).

The audits described above only constitutes part compliance by the Employer or the Safety Agent with regulation 5.(1)(k) of the Construction Regulations, 2014.

9.2 Audits by Employer or Safety Agent

The Employer or Safety Agent will be entitled to carry out additional audits or follow-up audits, as the case may be, at any time during the construction period provided that:

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Employer or Safety Agent gives the Contractor at least 24 hours notice of his intention to carry out such audits.

The Contractor's employees indicated in Section 9.1 will be present during any audit carried out by the Employer or his Safety Agent.

10. MEASUREMENT AND PAYMENT

10.1 Measurement and Payment

- 10.1.1 The Contractor must price all items scheduled in this section of the schedule of quantities to enable the Employer to comply with clause 5.1(g) of the Construction Regulations, 2014. Failure by the Contractor to price these items will force the Employer to reject the Contractor's tender in terms of clause 5.(1)(g) of the Construction Regulations, 2014.

ANNEXURE A

APPOINTMENT LETTERS

Company Name
Company Address
Company Address
Code

Attention: **(Assistant Construction Supervisor's Name)**

APPOINTMENT OF THE ASSISTANT CONSTRUCTION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 8.(2)

I, **(contractor's name)** hereby appoint **(assistant construction supervisor's name)** as the assistant supervisor responsible for **(site address)** to carry out the construction work of **(description of construction work and area of responsibility)**.

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all persons are aware and understand the hazards attached to the work being carried out;
3. That the required risk assessments are carried out;
4. That precautionary measures are identified and implemented;
5. That discipline is enforced at the construction site at all times;
6. That all identified statutory requirements are met; and
7. That any other interest in terms of health and safety with respect to the responsible area is met.
8. You will accept the duties of the Construction Supervisor in his absence.

You are required to report any deviations of the above-mentioned instruction to **(construction supervisor's name)** and in his absence to the contractor's representative.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

You shall submit a written weekly report any non-compliance with the Construction Regulations, 2014.

Contractor's Representative full name	Signature	Date
.....		

Kindly confirm your acceptance of this appointment by completing the following:

I, **(assistant construction supervisor)** understand the implications of the appointment as detailed above and confirm my acceptance.

Assistant construction supervisor's full name	Signature	Date
---	-----------	------

Company Name
Company Address
Company Address
Code

Attention: **(Safety Officer's Name)**

APPOINTMENT OF THE CONSTRUCTION HEALTH AND SAFETY OFFICER IN TERMS OF CONSTRUCTION REGULATION 8.(5)

I, **(contractor's name)** hereby appoint **(safety officer's name)** as the Construction Health and Safety Officer responsible for **(site address)** to manage all the health and safety issues as required in terms of the Act by establishing a health and safety program with elected health and safety Representatives.

You must ensure that all the requirements in terms of the Act and in particular in terms of the Construction Regulations, 2014 are met. You shall also ensure that all appointed sub-contractors comply with the requirements as stipulated in the Construction Regulations, 2014.

You shall further ensure that all records, registers and required lists are maintained and shall stop construction work upon identifying any non-compliance by any contractor; this includes stopping any work should the competency of the person carrying out such work be questionable.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's Representative full name Signature Date

.....
Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction health and safety officer's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Construction Health & Safety Officer's full name Signature Date

Company Name
Company Address
Company Address
Code

Attention: (**Construction Vehicle and Mobile Plant Inspector**)

APPOINTMENT OF THE CONSTRUCTION VEHICLE AND MOBILE PLANT INSPECTOR IN TERMS OF CONSTRUCTION REGULATION 23.(1)(k)

I, (**contractor's name**) hereby appoint (**construction vehicles and mobile plant inspector's name**) as the construction vehicles and mobile plant inspector responsible for (**site address**) to inspect on a daily basis all construction vehicles and mobile plant, as per the provided checklist.

You must ensure that when becoming aware of any health and safety hazards in respect to construction vehicles and mobile plant that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2014 are at all times met.

This appointment is valid from (**date**) to the completion of the stipulated construction work.

Contractor's Representative full name Signature Date
.....

Kindly confirm your acceptance of this appointment by completing the following:

I, (**construction vehicles and mobile plant inspector's full name**) understand the implications of the appointment as detailed above and confirm my acceptance.

Construction vehicles and mobile plant Signature Date
inspector's full name

Company Name
Company Address
Company Address
Code

Attention: **(Sub-Contractor's Name)**

APPOINTMENT OF SUB-CONTRACTOR IN TERMS OF THE CONSTRUCTION REGULATION 7.(1)(c)

I, **(contractor's name)** hereby appoint **(sub-contractor's name)** as the sub-contractor responsible for **(site address)** to carry out the construction work of **(description of construction work)**.

You must ensure that you meet all the requirements in terms of the Act and in particular in terms of the section 37(2) agreement and the Construction Regulations, 2014. You shall also ensure that all contractors appointed by yourself and reporting to you comply with the requirements as stipulated in the Construction Regulations, 2014.

You shall also ensure that all the information and specifications to ensure that the construction work is carried out in a safe manner are carried over to all contractors appointed and reporting to you.

You shall further ensure that all records, registers and required lists are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is not in any manner compromised.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

Contractor's Representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(sub-contractor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Sub-Contractor's Representative full name Signature Date

Company Name
Company Address
Company Address
Code

Attention: **(Construction Supervisor's Name)**

APPOINTMENT OF THE CONSTRUCTION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 8.(7)

I, **(contractor's name)** hereby appoint **(construction supervisor's name)** as the Supervisor responsible for **(site address)** to carry out the construction work of **(description of construction work and area of responsibility)**.

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all statutory appointments have been completed;
3. That, where required, health and safety committees are established and that meetings are accordingly held;
4. That all persons are aware and understand the hazards attached to the work being carried out;
5. That the required risk assessments are carried out;
6. That precautionary measures are identified and implemented;
7. That discipline is enforced at the construction site at all times;
8. That all identified statutory requirements are met; and
9. That any other interests in terms of health and safety with respect to the responsible area is met.
10. You will in writing delegate your duties to the Assistant Construction Supervisor while absent from site.

You are required to report any deviations of the above-mentioned instructions to **(contractor's name)**. This appointment is valid from **(date)** to the completion of the stipulated construction work. You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

Contractor's Representative full name	Signature	Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction supervisor)** understand the implications of the appointment as detailed above and confirm my acceptance.

Construction Supervisor's full name	Signature	Date

Company Name
Company Address
Company Address
Code

Attention: **(Excavation Supervisor's Name)**

**APPOINTMENT OF THE EXCAVATION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION
13.(a)**

I, **(contractor's name)** hereby appoint **(excavation supervisor's name)** as the excavation supervisor responsible for **(site address)** to supervise and carry out all the necessary inspections in terms of all excavation work as per the provided checklist.

You must ensure that when becoming aware of any health and safety hazards in respect to excavation work that that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(excavation work supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Excavation Work Supervisor full name Signature Date

Contract : -----

Company Name
Company Address
Company Address
Code

Attention: (**Ladder Inspector's Name**)

APPOINTMENT OF THE LADDER INSPECTOR IN TERMS OF GENERAL SAFETY REGULATION 13A

I, (**contractor's name**) hereby appoint (**ladder inspector's name**) as the ladder inspector responsible for (**site address**) to manage ladders on site. You should inspect the ladders as per the checklist at least once a week.

You must ensure that when becoming aware of any health and safety hazards in respect to ladders that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2014 are at all times met.

This appointment is valid from (**date**) to the completion of the stipulated construction work.

Contractor's representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, (**ladder inspector's full name**) understand the implications of the appointment as detailed above and confirm my acceptance.

Ladder inspector's full name Signature Date

Company Name
Company Address
Company Address
Code

Attention: **(Risk Assessor's Name)**

APPOINTMENT OF THE CONSTRUCTION SITE RISK ASSESSOR IN TERMS OF CONSTRUCTION REGULATION 9.(1)

I, **(contractor's name)** hereby appoint **(risk assessor's name)** as the construction site risk assessor responsible for **(site address)** to carry out risk assessments prior to the commencement of construction work and any other risk assessment that may be required for the duration of the construction work.

You shall ensure that all risks are identified and analyzed and that safe working procedures are drafted and implemented to reduce, mitigate or controls the hazards that were identified.

You will at least use the risk evaluation program with the provided checklists.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction site risk assessor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Construction site Risk Assessor's full name Signature Date

Company Name
Company Address
Company Address
Code

Attention: **(Scaffolding Supervisor's Name)**

APPOINTMENT OF THE SCAFFOLDING SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 16.(1)

I, **(contractor's name)** hereby appoint **(scaffolding supervisor's name)** as the scaffolding supervisor responsible for **(site address)** to supervise and carry out all the necessary inspections in terms of all scaffolding work. (Whether newly erected, altered or moved as per the provided checklist)

You shall ensure that when becoming aware of any health and safety hazards in respect to scaffolding work that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2014 are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's Representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(scaffolding supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Scaffolding Supervisor's full name Signature Date

Company Name
Company Address
Company Address
Code

Attention: **(Stacking and Storage Supervisor’s Name)**

APPOINTMENT OF THE STACKING AND STORAGE SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 28.(a)

I, **(contractor’s name)** hereby appoint **(stacking and storage supervisor’s name)** as the stacking and storage supervisor responsible for **(site address)** to manage all stacking and storage on site.

You must inspect all new stacking and there after as often as needed according to the checklist.

You must ensure that when becoming aware of any health and safety hazards in respect to stacking and storage that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. On identifying any shortfalls or hazards convey such information in writing to the construction supervisor.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor’s Representative full name Supervisor Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(stacking and storage supervisor’s full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Stacking and Storage Supervisor’s Signature Date
full name

**ANNEXURE 1:
APPLICATION FOR A PERMIT TO DO CONSTRUCTION
WORK**

**ANNEXURE 2:
NOTIFICATION OF CONSTRUCTION WORK**

**ANNEXURE 3:
MEDICAL CERTIFICATE OF FITNESS**

ANNEXURE 1

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

[In terms of Regulation 3(2) of Construction Regulations, 2014]

This application must be submitted with the following documents:

- 1. Health and Safety specification.
- 2. Health and Safety plan.
- 3. Baseline risk assessment.

1. Name, postal address and telephone numbers of the client:

.....

2. Details of the Agent.

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

3. Name, postal address and telephone numbers of the appointed principal contractor:

.....

4. Name, postal address and telephone numbers of designer of the project:

.....

5. Name, postal address and telephone numbers of the following persons:

- a. Construction Manager:
.....
- b. Construction Health and Safety Manager:
.....
- c. Construction Health and Safety Officer:
.....

6. Exact physical address of the construction and site office:

.....
.....

7. Nature of construction work:

.....
.....

8. Expected commencement date:

.....

9. Expected completion date:

.....

10. Estimated maximum number of persons on the construction site:

.....

11. Planned number of contractors on site accountable to principal contractor:

.....

12. Name(s) of contractors appointed:

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

13.

Signature of Client/Client's Agent

14.

Signature of the Principal Contractor

FOR OFFICE ONLY		
Authorization /Unique No.	LABOUR CENTRE	OFFICIAL APPROVAL STAMP

15. Date of application:

16. Submitted documents prescribed in Construction Regulation 5(4) (Please Tick):

CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)	
------------	--	------------	--	-------------------	--

17. Result of the application (Please Tick):

Approved		Declined	
----------	--	----------	--

18. Reason for declining the application:

.....

.....

.....

19.

Signature of the Supervisor

20.

Signature of revoking Officer / Inspector

ANNEXURE 2

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(Regulation 4 of the Construction Regulations, 2014)**

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:
.....
 - (b) Name and tel. no of principal contractor's contact person:
.....
 2. Principal contractor's compensation registration number:
.....
 - 3 (a) Name and postal address of client:
.....
 - (b) Name and tel. no of client's contact person or agent:
.....
 4. (a) Name and postal address of designer(s) for the project:
.....
 - (b) Name and tel. no of designer(s) contact person:
.....
 5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 8(1).
.....
 6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 8(2).
.....
 7. Exact physical address of the construction site or site office:
-

.....

8. Nature of the construction work:
.....
.....
.....

9. Expected commencement date:
.....

10. Expected completion date:
.....

11. Estimated maximum number of persons on the construction site.
Total:.....Male: Female:.....

12. Planned number of contractors on the construction site accountable to principal contractor.....

13. Name(s) of contractors already selected.
.....
.....
.....
.....

.....
Principal Contractor Date

.....
Client's Agent (where applicable) Date

.....
Client Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ANNEXURE B

IDENTIFIED HEALTH AND SAFETY HAZARDS

ANNEXURE B: IDENTIFIED HEALTH AND SAFETY HAZARDS

In terms of Regulation 5.(1)(b) of the Construction Regulations, 2014 the following hazards anticipated with the scope of work have been identified.

NOTE: The list of potential hazards is by no means intended to be all inclusive and is not limited to this list, and it remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards.

Potential Hazards

1. Commissioning of new installations
2. Confined space entry
3. Demolition / breaking into existing structures
4. Excavation shoring / brazing
5. Excavations being flooded during rainy season
6. Explosives
7. Hazardous material handling / storage / management
8. Heat stress
9. Loading and off loading vehicles
10. Manual handling of materials
11. Plant and equipment integrity
12. Public and traffic safety
13. Requirements for plant isolations
14. Roofing and Cladding operations
15. Safe usage and storage of Oxygen, Acetylene and LPG cylinders
16. Scaffolding
17. Stacking and storage of equipment / materials
18. Tie-ins into existing equipment
19. Usage of compressed air and equipment
20. Work involving radio active sources
21. Working in operational areas
22. Working on live electrical installations / sub-stations / MCC rooms
23. Working on moving equipment.

4.1.1.1.1.1.1

**C3.7 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF
 THE ENVIRONMENTAL MANAGEMENT PLAN**

C3.7 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE ENVIRONMENTAL MANAGEMENT PLAN (EMP)

1. INTRODUCTION

The EMP will address the environmental impacts during the design, construction and operational phases of a project. Due regard must be given to environmental protection during the entire pipeline project. In order to achieve this a number of environmental specifications/recommendations are made. These are aimed at ensuring that the Contractor maintains adequate control over the project in order to:

Minimise the extent of impact during construction,
Ensure appropriate restoration of areas affected by construction.
Prevent long term environmental degradation.

The contractor must be made aware of the environmental obligations that are stipulated in this document, and declares himself/herself to be conversant of all relevant environmental legislation. The Contractor should also be aware that the Engineer will monitor the implementation of the procedures.

2. POLICY STATEMENT

The construction will be to the best management practices as identified to minimize the environmental impact of activities associated with the development.

3. OBJECTIVES OF THE EMP

The EMP has the following goals:

- Identifying those construction activities that may have a detrimental impact on the environment;
- Detailing the mitigation measures that will need to be taken, and the procedures for their implementation;
- Establishing the reporting system to be undertaken during the construction.

The EMP also serves to highlight specific requirements that will be monitored during the development and should the environmental impacts not have been satisfactory prevented or mitigated, corrective action will have to be taken. The document should, therefore, be seen as a guideline that will assist in minimising the potential environmental impact of activities.

4. DESIGNATED ENVIRONMENTAL OFFICER

For the purpose of the EMP, a nominated representative of the Contractor should be the designated environmental officer for the project. The nominated representative of the Contractor will therefore be responsible for ensuring that the provisions of the EMP are complied with. The Engineer will be responsible for issuing instructions to the Contractor where

environmental considerations call for action to be taken. The environmental officer will submit monthly reports to the Engineer on site who will verify the information.

5. LEGAL REQUIREMENTS

Under normal circumstances an EMP would be the end result or the final stage in the EIA procedure.

For those projects that do not need approval, the Victor Khanye Local Municipality undertook to compile generic EMP's to assist to minimising degradation to the area. The following project types fall in this non-approval category: periodic maintenance, special maintenance, rehabilitation and specific upgrades.

6. MITIGATION MEASURES

In setting mitigation measures, the practical implications of executing these measures must be borne in mind. With early planning, both the cost and the impacts can be minimised.

6.1 Establishment of site offices

6.1.1 Site plan

The Contractor shall provide the Engineer on site with a plan detailing the layout of site offices facilities, such as chemical toilets, areas for stockpiling of material, storage of hazardous materials and provision of containers. The site offices should not be sited in close proximity to steep areas as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the site, and in particular the ablution facilities, aggregate stockpiles and hazardous material stockpiles are located as far away as possible from any water course as possible.

6.1.2 Vegetation

The vegetation surrounding the site offices is to be left as intact as possible and vegetation planted at the site should be indigenous. Only trees directly affected by the works and such others as may be indicated by the Engineer in writing, may be sawn off/removed.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien invader plant shall be cleared by hand before seeding.

6.1.3 Rehabilitation

The site offices will require rehabilitation at the end of the contract. All construction material, including concrete slabs and entertainment areas are to be removed from the site on completion of the contract.

6.1.4 Water for human consumption

Water for human consumption must be tested and treated in accordance with recommendations.

6.2 Sewage treatment

Adequate toilet facilities are to be provided. Use of the veld for this purpose shall not, under any circumstances, be allowed. The Contractor shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer. Latrines shall be positioned within walking distance from wherever employees are employed on the works.

Save and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak away, dry composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets is to be done in consultation with the Site Engineer.

6.3 Waste management

Waste management and waste minimisation must be implemented at the outset of the contract.

6.3.1 Litter

No littering by construction workers are allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site is to be kept free of litter.

6.3.2 Removal of solid waste

Solid waste is to be stored in an appointed area for collection and disposal. A refuse control system must be established for the collection and removal of refuse to the satisfaction of the Engineer. Disposal of solid waste will be in an approved landfill site.

6.3.3 Hazardous waste

Hazardous waste such as bitumen, tar, oils, etc. shall be disposed of in an approved landfill site. Special care must be taken when using tar products such as tar prime or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

6.4 Soil management

6.4.1 Topsoil

The contract provides for the stripping and stockpiling of topsoil from the site for later reuse. Topsoil is considered to be of a minimum thickness of ± 150 mm of the natural soil, including all the vegetation and organic matter. The areas to be cleared of topsoil shall include the storage areas. Weeds appearing on the stockpiled topsoil shall be removed by hand before seeding. Soils contaminated by hazardous substances shall be disposed of in an approved waste disposal site.

6.4.2 Borrow material

The Contractor's attention is drawn to the requirements set forth in terms of the submission of EMPR's for establishment, operation and rehabilitation of borrow pits and quarries. The cost of complying with the requirements shall be deemed to be included in existing rates in the schedule of quantities.

6.5 Discovery of archaeological sites, artifacts or graves

6.5.1 Archaeological site

If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Engineer of such discovery. The National Monuments Council must be contacted who will appoint and archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. Read with General Conditions of Contract.

6.5.2 Graves

If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker as well as the National Monuments Council should be contacted. The undertaker will place advertisements in the newspapers concerning the grave. He will also provide for the relocation of bones, should it be necessary. Read with General Conditions of Contract.

6.6 Stockpiled material

The Contractor shall so plan his activities that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material must be indicated and demarcated on the site plan and approved in writing by the Engineer.

The area chosen shall be devoid of indigenous trees and shrubs. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition. All areas affected by stockpiling shall be landscaped, top soiled and grassed to the Engineer's approval and at the Contractor's cost.

Material milled out of the existing road surface that is temporarily stockpiled within the road reserve shall:

- be stockpiled so as to be as inconspicuous as possible
- be prevented from contaminating water courses,
- be cleared of weeds.

In all cases, the areas for stockpiling and disposal of construction rubble shall be approved by the Engineer before such operation commences.

6.7 Fuel, diesel and other hazardous materials

6.7.1 Hazardous materials

All hazardous materials i.e. bitumen binders shall be stored in an appointed area that is fenced and has restricted entry. Storage of bituminous products shall only take place using suitable containers to the approval of the Engineer.

Under no circumstances shall the spoiling of bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected bituminous products shall be taken to the supplier's production plant. No spillage of bituminous products shall be allowed on site. Affected areas shall be promptly reinstated to the satisfaction of the Engineer.

6.7.2 Fuel

Should any fuel storage tank be required on site, the Contractor shall ensure that he has complied with the necessary legal requirements for the erection of such tanks. Leakage must be avoided. The fuel and diesel areas should be bonded to accommodate any spillage or overflow from these activities.

6.7.3 Oil, grease

Oil, grease and cleaning materials from the maintenance of vehicles and machinery shall be collected in a sump and sent back to the supplier or, otherwise disposed of at a registered site.

6.7.4 Cooking oil

The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.

6.7.5 Spillages

Streams, rivers and dams must be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products. In the event of a spillage, prompt action must be taken by competent instances to clear the affected area.

6.8 General considerations

Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a designated register and the response noted with the date and action taken. This record must be submitted with the monthly reports.

Any avoidable non-compliance with the above-mentioned measures may be considered sufficient ground for withholding payment of part or all amounts to be paid for the said item.

7. MEASUREMENT AND PAYMENT

The Contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this part of the Scope of Works. All costs so incurred shall, save and except to the extent provided for the schedule of quantities under PRELIMINARY AND GENERAL, be deemed to be included in the rates tendered for the various items of work listed in the schedule of quantities.

TABLE 1 SUMMARY OF MITIGATION MEASURES

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
<i>Establishment of site offices</i>	<i>Siting of offices</i>	<i>Preferred areas would be flat areas along the route. Avoid steep areas as soil erosion could increase. Avoid water courses</i>	
	<i>Site Plan</i>	<i>Contractor will provide Engineer detail of layout of site facilities within two weeks of moving to the site i.e. chemical toilets, the demarcation of areas for stockpiling of materials, storage of hazardous materials and the provision of containers. The offices shall be fenced. The site plan will be submitted before the site hand over meeting.</i>	
<i>Site rehabilitation</i>	<i>Cleanup</i>	<i>All construction material is to be removed from the site on completion of the contract.</i>	
<i>Vegetation</i>	<i>On site</i>	<i>Vegetation planted on the site should be indigenous. Only trees directly affected by works as indicated in writing by Engineer, shall be sawn off/removed</i>	
	<i>Weeds</i>	<i>Clearance of weeds must be done by hand before seeding.</i>	
	<i>Grass cover</i>	<i>The grass cover surrounding the construction site is to be left as intact as possible or restored to its original condition.</i>	

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
Water	Available for human consumption	Water for human consumption must be tested and treated in accordance with recommendations.	
Soil management	Topsoil	The topsoil (\pm 150 mm) of any excavation shall be removed and stockpiled separately from underlying material in an appointment area	
	Borrow material	EMPR's for borrow pits to be submitted to the Department for approval	
Archaeological & Cultural sites	Discover of archaeological sites of artefacts	If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately and an archaeological consultant must be contacted. Work may only resume once clearance is given in writing by the archaeologist.	GCC
Graves	Discovery of graves	If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker should be contacted	GCC
Waste management	Solid & Construction waste	Solid waste is to be stored in an appointment area for collection and disposal. Disposal of waste will be in a licensed landfill, and no waste may be burnt on site.	
	Litter	The site is to be kept free of litter	
Sewage treatment	Toilet facilities	Adequate toilet facilities are to be provided, and the siting of chemical toilets is to be done in consultation with the site Engineer. Use of the veld for this purpose shall not be allowed.	
Fuel, diesel & hazardous materials	Hazardous Materials	All hazardous materials i.e. bitumen binders will be stored in an appointed area that is fenced and has restricted entry. No spoiling of bituminous products on site, over embankments, in borrow pits or any burning. No spillage of bituminous products shall be allowed on site.	

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
	<i>Fuels</i>	<i>All fuel tanks will be stored in an appointed area. Leakage will be avoided.</i>	
	<i>Cooking fuel</i>	<i>The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.</i>	
	<i>Oil, grease</i>	<i>Oil, grease and cleaning materials from maintenance of vehicles shall be collected in a sump and sent back to supplier.</i>	
	<i>Spillages</i>	<i>Streams, rivers or dams must be protected against spillages of pollutants mentioned in 6.7. In the event of a spillage, prompt action must be taken to clear the affected area.</i>	
<i>General considerations</i>	<i>Lines of authority</i>	<i>A nominated representative of the contractor will be the designated environmental officer for the site.</i>	RELEVANT SECTION IN SPECIFICATIONS
	<i>Reports</i>	<i>The environmental officer will submit monthly reports to the Engineer who will verify the information</i>	
	<i>Complaints</i>	<i>Complaints received regarding activities on the construction site pertaining to the environment should be recorded in a designated register, and the response noted with the date and action taken. This record must be submitted with the monthly report</i>	

C4 SITE INFORMATION

PART C5: ADDITIONAL DOCUMENTS

- **GUIDELINES FOR THE DEVELOPMENT OF A HEALTH AND SAFETY PLAN**
- **BID CHECKLIST**

C5.1 : GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

1. Project Background

In terms of the Construction Regulations [Regulation 5.(1)(b) of 2014] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Principal Contractor, appointed by the Client in terms of Regulation 5.(1)(h), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 7.(1)(a) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 5.(1)(l), the Client and the Principal Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

2. Framework for an Occupational Health and Safety Plan

2.1 Introduction

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principal Contractor may be required to submit the following documentation for perusal and verification by the Client:

- *Management Structure*
- *Quality Plan*
- *Human Resources Plan*
- *Registered Workplace Skills Plan*
- *"Letter of good standing" from the Compensation Commissioner or licensed compensation insurer*
- *Proof of induction and other training of employees*
- *Example of copy of minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports*

2.2 Contents of an Occupational Health and Safety Plan

2.2.1 Occupational Health and Safety Management Programme

- *Management of Occupational Health and Safety risks*
- *Occupational Health and Safety structures and appointments*
- *Programme of Occupational Health and Safety inspections*
- *Occupational Health and Safety Representatives*
- *Occupational Health and Safety committee*

2.2.2 Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance
- *Arrangements for*
 - Regular liaison between parties on site
 - Consultation with the workforce
 - The exchange of design information between the Client, engineer, supervisors and contractors on site
 - Handling design changes during the project
 - Selection and control of contractors
 - The exchange of Occupational Health and Safety information between all contractors
 - Security
 - Site induction and onsite training
 - Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site OH&S rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

2.2.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

- *Safety risks*
 - Services, including temporary electrical installations
 - Preventing employees from falling into excavations, from trucks etc.
 - Work with, on or near fragile materials
 - *Control of lifting operations*
 - *The maintenance of plant and equipment*
 - *Poor ground conditions*

- *Traffic routes and segregation of vehicles and pedestrians*
- *Storage of hazardous materials*
- *Dealing with existing unstable structures/land*
- *Accommodating adjacent land use*
- *Other significant safety risks as and when identified*
- *Health risks*
 - *Storage and use of hazardous chemical substances*
 - *Dealing with contaminated land or material*
 - *Manual handling*
 - *Reducing noise and vibration*
 - *Provision of adequate lighting*
 - *Ventilation considerations*
 - *Extreme heat and cold temperature considerations*
 - *Dealing with HIV/Aids and other illnesses*
 - *Provision of and maintaining ablution and eating facilities*
 - *Other significant health risks as and when identified*

2.2.4 Preparation of an Occupational Health and Safety Operational Reference File/Manual

The following are some of the requirements to be addressed:

- *Layout, format and content requirements*
- *Arrangement for the collection and gathering of information*
- *Storage and archiving of all the information*
- *Copy to the Client at completion of project*

Suggested Contents of an OH&S File/Manual

- OH&S Policy
- Notice of new project
- Site start-up
- Security measures
- Written designations & appointments
- *Arrangements with contractors/mandataries*
- OH&S rules and procedures
- Induction
- OH&S training
- OH&S promotion

- OH&S representatives
- OH&S committees
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment
- Workplace inspections and audits
- Investigation & reporting of incidents/accidents
- Mechanical safeguarding
- Electrical safeguarding
- Safeguarding against hazardous substances
- Lifting machinery & equipment
- Construction vehicles & mobile plant
- Welding, heating & flame cutting
- Excavations
- Protection of the environment affected by construction activities
- *Keeping of records in terms of the OH&S Act (85 of 1993)*

C5.2 GUIDE TO RISK ASSESSMENT

HOW TO DO IT

9 Steps to Effective Risk Assessment

- Step 1 : Identifying the hazards
- Step 2 : Aim to identify major hazards, don't waste time on the minor & detail
- Step 3 : Involve as many people as possible in the process especially those at risk
- Step 4 : Gather all the information and analyse it
- Step 5 : Look at what actually occurs including non-routine operations
- Step 6 : Use a systematic approach to ensure all hazards are adequately addressed
- Step 7 : Assess the risks arising taking into account the effectiveness of controls
- Step 8 : Ensure the process is practical and realistic
- Step 9 : Always record the assessment in writing including assumptions and why

How serious is it?

PROBABILITY

- A Common
- B Has Happened
- C Could Happen
- D Not Likely
- E Practically impossible

CONSEQUENCES

- 1 Fatality or permanent disability
- 2 Major injury
- 3 Average Lost Time Injury
- 4 Minor Injury
- 5 Medical Treatment or less

PROBABILITY

		A	B	C	D	E
CONSEQUENCES	1	1	2	3	4	5
	2	2	3	4	5	6
	3	3	4	5	6	7
	4	4	5	6	7	8
	5	5	6	7	8	9

ACTION

Risk Rating:	1 – 3 =	Serious	Immediate (within 1 week)
	4 - 5 =	High	Within 1 month
	6 – 7 =	Moderate	> 4 weeks
	8 – 9 =	Acceptable	No action

SAFCEC – SA Federation of Civil Engineering Contractors

LIST OF RISK ASSESSMENTS AVAILABLE

Access Towers	Jacking Hydraulic Pump (1)
Acid Washing	Jacking Hydraulic Pump (2)
Aggregate/Sand Delivery	Kerb Laying
Angle Grinder	Landscaping
Arc Welding	Lathe
Armco Barriers - installation	Layering of (Road work) Materials
Assembly of elements by boilermaker	Layering Process
Backfilling	Laying Kerbs
Bag Filling	Laying of storm water drains
BandSaw	Levelling – of materials
Banksman	Lifting Concrete. Beams on to trailers
Batch Plant	Loading supervisor
Bench Grinder	Loading/Unloading - of Trucks
Bin Scraper	Loffels – placing/laying
Block Feeder	Machine operator
Block Machine	Making of steel items
Boom Scraper	Material delivery
Bricks – Laying of	Materials Handling
Brickwork	Mixer operator
Bulk Earthworks	Mobile Cranes
Cement Spray Truck	Pedestal Drill
Clearing & Grubbing of Area/Site	Pedestal Grinder
Compressed Gas Cylinders-handling	Placing Concrete
Compressors – Air	Plastering
Concrete – placing of (1)	Portable Electric Drill
Concrete – placing of (2)	Portable Electric Tools
Confined Spaces – Working in	Portable Ladders
Conveyors	Post Tensioning
Cutting – of Earthworks	Radial Arm Drill
David Arm	Refuelling Vehicles/Plant
Deck Panels – placing	Reinforcing Steel – placement (1)
Depalletor Operator	Reinforcing Steel – placement (2)
Diss. Assembly Rejects	Road Traffic Signs – placement of
Distribution Boards – Electrical	Roadworks - Deviations
Drivers – of Vehicles	Roof Truss erection
Dry Tile Deracking	SandBlasting
Dumpers - Concrete	Scaffolding
Electrical Installation – Maintenance of	Shuttering – Erection
Elevated Positions	Shuttering – Stripping
Erecting – Install/ Shutters	Site Establishment (1)
Excavations (1)	Site Establishment (2)
Excavations (2)	SkillSaw
Explosive Powered Tools	Spray Painting
Finger Car	Stormwater pipes - laying
Fire Fighting Prevention	Structural Steel – Erection
Fire Prevention & Protection	Structural Steel – Laydown
Formwork	Surveying
Friction Saw	Suspended Scaffolds
Front End Loader	Termite Proofing
Fuel Supply	Tile Machine
Gas Cylinders – Handling of	Tile stacking
Gas Welding - cutting operator.	Timber Feeder
Gas Welding - cutting operations	Tower Cranes
Guillotine	Traffic Accommodation
Hand & Spray Painting	Traffic Control/Regulation
Hand Tool, Jacking – with Hydraulic Pump	Trench Excavation
Hanging scaffolding	Use of angle grinder
Hauling	Use of Port. Elec. Tools.
High cut operations	Wet tile racking

Work confined spaces
Work in Elevated Positions
Working Platforms
Workshop

Step No.	Activity Rules	What can cause injury/damage?	Result of cause (injury/damage)	Preventative Measures (tools, PPE, equipment)	Controls (test, check list) During erection & ongoing	Weights		
						Safety	Health	R/R
4.	All cables from distribution board to offices, store and for security to be underground. The distribution board is to stand on a firm level base and should be locked at all times.	Damaged cables loose wires exposed.						
5.	Security fencing minimum height of 1.8 metre around site area together with two double gates.	Theft of property. Access to unauthorised persons.	Loss of property. Injury to persons.	Security guards to be appointed to keep watch.	Supervisor to put system of control in place			
6. 6.1 6.2 6.3 6.4 6.5	Services to be available during site establishment. Fire fighting equipment. First aid boxes. First aider. Drinking water. Toilets.	Not having the essential services at hand.	Health of employees. Loss of property through fire.	6.1 to 6.5 are to be included on first order placed for contract. Dry chemical powder ABCDE fire extinguishers to be ordered 4 off for start.	Site Agent to see that these requirements are on site from start of site establishment.			
7.	Water tank tower to consist of very well cross braced pipe structure standing on concrete base.	Badly constructed water tower under designed structurally could cause tower to collapse.	Injury to persons. Damage to property.	Supervisor to erect as per design office specifications.				

Step No.	Activity Rules	What can cause injury/damage?	Result of cause (injury/damage)	Preventative Measures (tools, PPE, equipment)	Controls (test, check list) During erection & ongoing	Weights		
8.	Safety sign & notice board to be placed close to entrance of main gate	Not informing employees and public what the site rules are.	Injury to persons. Damage to property.	Chief Albert Luthuli Local Municipality standard notices/ Posters to be displayed. Available from Head Office.	Site manager to check that board has been erected.			
9.	Laydown areas to be sufficient in size. timber poles to be available to stack materials on.	With inadequate space various materials will be stacked on top of each other causing unstable stacks.	Injury to persons loading, unloading materials.	Allow sufficient space for laydown area during planning stage of site layout. Access to be considered important.	Site agent to discuss with Foreman regarding his requirement at planning stage.			
10.	Toilets are to be well ventilated.	No ventilation in toilets may cause germs to propagate.	Possible health problems due to germs.	Extraction fans to be fitted if required.	Supervisor to check if he is satisfied with ventilation.			

ASSESSMENT: 1 – 10 (HIGH)

11 – 16 (MEDIUM)

17 – 25 (LOW)

RISK ASSESSMENT: EXCAVATIONS (PLANT & MANUAL)

TYPE OF WORK PERFORMED: _____

DATE COMPLETED: _____

ASSESSMENT PERFORMED BY: _____

Step No	Activity Rules	What can cause injury/damage	Result of cause (injury/damage)	Preventative measures (tools, PPE, equipment)	Controls (test, checks)			
When using a machine to excavate, observe the following:						Safety	Health	Finan.
1	Operator must ensure there are no employees working in this area.	Employees not visible to operate or moving machine.	An injury to all parts of the body and as well as more serious fatal injuries.	Operator must work under close supervision. He must inspect the work area prior to commencing work.	Supervisor to ensure employees are informed and operator works under his supervision.			
2	Machine not to operate while employees are working in same excavations.	Danger of injury of employee by machine.	Bruises, scratches, fractures and fatal.	Supervisor must instruct operator when to commence work.	Supervisor to control and enforce procedure.			
3	All excavated materials must be discharged not closer than 2m from the edge of the excavation. When excavating manually, observe the following. See original	Materials can fall onto employees and the excavation may need extra work.	Injuries to employees and the excavation may need extra work.	Supervisor must instruct operator where to place discharged soil and gravel.	Supervisor to control.			
4	Using a pick and a shovel.	Unsafe use of a pick or a shovel.	Injury to employees.	Induct employees on safe working procedures.	Supervisor and charge hand to control.			

5	Check sides of excavations.	Unstable / loose material causes unsafe condition.	Injury to employees and damage to excavations.	Supervisor to inspect sides on a regular basis.	Supervisor / charge hand to control.			
6	Excavated material to be placed away from side of excavation.	Materials can fall onto employees when working inside the excavation.	Bruises, scratches, fractures and fatal.	Employees to be instructed not to place loose soil on edge of the excavation.	Supervisor to control.			
Step No	Activity Rules	What can cause injury/damage	Result of cause (injury/damage)	Preventative measures (tools, PPE, equipment)	Controls (test, checks)			
7	All excavations deeper than 1,5 m must have an access ladder available for employees to get into and out of the excavation safely.	Employees not able to enter or exit the excavation safely.	In case of an emergency too many employees may be buried as a result of inadequate access. Employees may also strain muscles to get into or out of an excavation without safe and convenient access.	Providing a ladder makes access into and out of the excavation area easy and safe.	Supervisors to ensure employees are given safe and convenient access to excavations.			
8	Sides of excavation to be shored (if necessary) and barricaded immediately.	Sides may collapse. Employees may NOT BE AWARE OF THE EXCAVATION AND FALL INTO IT.	Damage to the excavation. Injury to employees,	Put adequate shoring and strong physical barricades in place immediately.	Supervisor and chargehand to control.			
9	Excavations must be backfilled as soon as possible after excavation.	Excavations could collapse. Employees could trip and fall in. Vehicles and machinery could damage excavations.	Damage to excavations. Injury to employees. Damage to plant and machinery.	Keep area barricaded with a strong physical barricade and backfill as soon as possible.	Supervisor and chargehand to control.			

BID CHECKLIST

BID CHECKLIST

BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid.

Bidders are to check the following points before the submission of their tender and to complete YES or NO or NOT APPLICABLE (N/A) next to each item as indication that the bidder has complied with the provision of the item concerned

Item No	BIDDER CHECK POINT	Page No	Tenderer	SCM (For office use)
	All pages of the bid document have been read by the bidder and the whole tender document is signed			
	All pages requiring information have been completed in full and in black ink.			
	The Schedule of Quantities has been checked for arithmetic correctness and signed.			
	CERTIFICATE OF VIRTUAL ATTENDANCE OF COMPULSORY BRIEFING SESSION			
T2.2.1	FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS	T2.2.1		
T2.2.2	FORM B: SCHEDULE OF PLANT AND EQUIPMENT	T2.2.2		
T2.2.3	FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS	T2.2.3		
T2.2.4	FORM D: KEY-PERSONNEL AND NON-LOCAL WORKERS TO BE EMPLOYED	T2.2.4		
T2.2.5	FORM E: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER	T2.2.5		
T2.2.6	FORM F: MBD 2 - TAX CLEARANCE CERTIFICATE	T2.2.6		
T2.2.7	FORM G: AMENDMENTS OR QUALIFICATIONS	T2.2.8		

Item No	BIDDER CHECK POINT	Page No	Tenderer	SCM (For office use)
T2.2.8	FORM H: MBD 6.1 - PREFERENCE CLAIMED BY TENDERER FOR B-BBEE STATUS LEVEL OF CONTRIBUTION	T2.2.9		
T2.2.9	FORM I: AUTHORITY OF SIGNATORY	T2.2.14		
T2.2.10	FORM J: STATUS OF CONCERN SUBMITTING TENDER	T2.2.15		
T2.2.11	FORM K: QUALITY MANAGEMENT SYSTEMS	T2.2.16		
T2.2.12	FORM L: SKILLS TRANSFER	T2.2.17		
T2.2.13	FORM M: ESTIMATED MONTHLY EXPENDITURE	T2.2.18		
T2.2.14	FORM N: KEY-PERSONNEL/SUPERVISORY AND MANAGEMENT STAFF FOR LABOUR INTENSIVE WORK	T2.2.19		
T2.2.15	FORM O: MBD 4 - DECLARATION OF INTERESTS IN TENDER OF PERSONS IN SERVICE OF STATE	T2.2.20		
T2.2.15	FORM P: COMPLIANCE WITH OHSA (ACT 85 OF 1993)	T2.2.21		
T2.2.17	FORM Q: COMPANY INFORMATION FOR BIDS GREATER THAN R10 MILLION	T2.2.22		
T2.2.18	FORM R: FINANCIAL REFERENCES	T2.2.23		
T2.2.19	FORM S: MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	T2.2.24		
T2.2.20	FORM T: MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION	T2.2.26		

Item No	BIDDER CHECK POINT	Page No	Tenderer	SCM (For office use)
	MUNICIPAL RATES/ACCOUNT			
	COIDA			
	COMPANY PROFILE			
	B-BBEE CERTIFICATE			
	FINANCIAL STATEMENT			
	Copy of Certificate of Contractor Registration as proof of his registration with the CIDB as a Category 6CE PE, 7CE or higher Contractor or Written proof of his application to the CIDB for registration as a Contractor in the category listed above.			
	Letter of authorization to sign the Form of Offer and where required in tender document.			
	Original valid tax clearance certificate			
	Copy of Certificate of Incorporation (if Tenderer is a Company)			
	Copy of Founding Statement (if Tenderer is a Closed Corporation)			
	Copy of Joint Venture Agreement (if Tenderer is a Joint Venture)			
	Copy of Identity Document (if Tenderer is a One-man concern)			
	Copy of the curriculum vitae of the person who prepares the Contractors Health and Safety Plan,			
	Copy of the curriculum vitae of the Health and Safety Officer the successful Tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993)			
C1.1	Form of Offer and Acceptance	C1.1.1		

Item No	BIDDER CHECK POINT	Page No	Tenderer	SCM (For office use)
C1.2	Contract Data	C1.2.20		
C1.3	Performance Guarantee	C1.3.1		
C1.4	Guarantee (Cash Deposit)	C1.4.1		
C1.5	Occupational Health and Safety Agreement	C1.5.1		
C2.2	Bill of Quantities	C2.2.1		

NATIONAL TREASURY**NO. R. 32****20 JANUARY 2017****PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000:
PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

The Minister of Finance has, in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), made the regulations set out in the Schedule.

SCHEDULE**Preferential Procurement Regulations, 2017****Contents**

1. Definitions
2. Application
3. Identification of preference point system, designated sector, pre-qualification criteria, objective criteria and subcontracting
4. Prequalification criteria for preferential procurement
5. Tenders to be evaluated on functionality
6. 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million
7. 90/10 preference point system for acquisition of goods or services with Rand value above R50 million
8. Local production and content
9. Subcontracting as condition of tender
10. Criteria for breaking deadlock in scoring
11. Award of contracts to tenderers not scoring highest points
12. Subcontracting after award of tender
13. Cancellation of tender
14. Remedies
15. Circulars and guidelines
16. Repeal of Regulations and saving
17. Short title and commencement

Definitions

1. In these Regulations, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned-

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

“**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

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

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

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

“**designated group**” means-

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

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

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

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

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

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

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

“**price**” includes all applicable taxes less all unconditional discounts;

“**proof of B-BBEE status level of contributor**” means-

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

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

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

“**rural area**” means-

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

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

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

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

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

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

Application

2. These Regulations apply to organs of state as envisaged in the definition of organ of state in section 1 of the Act.¹

Identification of preference point system, designated sector, pre-qualification criteria, objective criteria and subcontracting

3. An organ of state must-
- (a) determine and stipulate in the tender documents-
 - (i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or

¹ The definition of “organ of state” in section 1 of the Act in paragraph (a) to (e) includes-

- a national or provincial department as defined in the Public Finance Management Act, 1999;
- a municipality as contemplated in the Constitution;
- a constitutional institution as defined in the Public Finance Management Act;
- Parliament;
- a provincial legislature.

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of “organ of state” in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition. The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

- (ii) if it is unclear which preference point system will be applicable, 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;
- (b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;
- (c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;
- (d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and
- (e) determine whether objective criteria are applicable to the tender as envisaged in regulation 11.

Pre-qualification criteria for preferential procurement

4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

- (a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
- (b) an EME or QSE;
- (c) a tenderer subcontracting a minimum of 30% to-
 - (i) an EME or QSE which is at least 51% owned by black people;
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
 - (iii) an EME or QSE which is at least 51% owned by black people who are women;
 - (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (vi) a cooperative which is at least 51% owned by black people;
 - (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
 - (viii) an EME or QSE.

(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

Tenders to be evaluated on functionality

5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.

- (2) The evaluation criteria for measuring functionality must be objective.
- (3) The tender documents must specify-
 - (a) the evaluation criteria for measuring functionality;
 - (b) the points for each criteria and, if any, each sub-criterion; and

- (c) the minimum qualifying score for functionality.
- (4) The minimum qualifying score for functionality for a tender to be considered further-
- (a) must be determined separately for each tender; and
- (b) may not be so-
- (i) low that it may jeopardise the quality of the required goods or services; or
- (ii) high that it is unreasonably restrictive.
- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
- (7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million

6.(1) The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where-

- P_s = Points scored for price of tender under consideration;
- P_t = Price of tender under consideration; and
- P_{\min} = Price of lowest acceptable tender.

(2) The following table must be used to calculate the score out of 20 for B-BBEE:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non-compliant contributor	0

(3) A tenderer must submit proof of its B-BBEE status level of contributor.

(4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-

(a) may only score points out of 80 for price; and

(b) scores 0 points out of 20 for B-BBEE.

(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

(6) The points scored by a tenderer for B-BBEE in terms of subregulation (2) must be added to the points scored for price under subregulation (1).

(7) The points scored must be rounded off to the nearest two decimal places.

(8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9)(a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.

(b) The organs of state may-

(i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;

(ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;

(iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.

(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

90/10 preference point system for acquisition of goods or services with Rand value above R50 million

7.(1) The following formula must be used to calculate the points out of 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

Where-

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{\min} = Price of lowest acceptable tender.

(2) The following table must be used to calculate the points out of 10 for B-BBEE:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(3) A tenderer must submit proof of its B-BBEE status level of contributor.

(4) A tenderer failing to submit proof of B-BBEE status level of contribution or is a non-compliant contributor to B-BBEE may not be disqualified, but-

(a) may only score points out of 90 for price; and

(b) scores 0 points out of 10 for B-BBEE.

(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

(6) The points scored by a tenderer for B-BBEE contribution in terms of subregulation (2) must be added to the points scored for price under subregulation (1).

(7) The points scored must be rounded off to the nearest two decimal places.

(8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9)(a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.

(b) The organs of state may-

- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

Local production and content

8.(1) The Department of Trade and Industry may, in consultation with the National Treasury-

- (a) designate a sector, sub-sector or industry or product in accordance with national development and industrial policies for local production and content, where only locally produced services or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content, taking into account economic and other relevant factors; and
- (b) stipulate a minimum threshold for local production and content.

(2) An organ of state must, in the case of a designated sector, advertise the invitation to tender with a specific condition that only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered.

(3) The National Treasury must inform organs of state of any designation made in terms of regulation 8(1) through a circular.

(4)(a) If there is no designated sector, an organ of state may include, as a specific condition of the tender, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

(b) The threshold referred to in paragraph (a) must be in accordance with the standards determined by the Department of Trade and Industry in consultation with the National Treasury.

(5) A tender that fails to meet the minimum stipulated threshold for local production and content is an unacceptable tender.

Subcontracting as condition of tender

9.(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

(2) If an organ of state applies subcontracting as contemplated in subregulation (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-

- (a) an EME or QSE;

- (b) an EME or QSE which is at least 51% owned by black people;
- (c) an EME or QSE which is at least 51% owned by black people who are youth;
- (d) an EME or QSE which is at least 51% owned by black people who are women;
- (e) an EME or QSE which is at least 51% owned by black people with disabilities;
- (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (g) a cooperative which is at least 51% owned by black people;
- (h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
- (i) more than one of the categories referred to in paragraphs (a) to (h).

(3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in subregulation (2) from which the tenderer must select a supplier.

Criteria for breaking deadlock in scoring

10.(1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.

(2) If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for B-BBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.

(3) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

Award of contracts to tenderers not scoring highest points

11.(1) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the Act.

(2) If an organ of state intends to apply objective criteria in terms of section 2(1)(f) of the Act, the organ of state must stipulate the objective criteria in the tender documents.

Subcontracting after award of tender

12.(1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

(2) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

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

Cancellation of tender

13. (1) An organ of state may, before the award of a tender, cancel a tender invitation if-

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

(2) The decision to cancel a tender invitation in terms of subregulation (1) must be published in the same manner in which the original tender invitation was advertised.

(3) An organ of state may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

Remedies

14.(1) Upon detecting that a tenderer submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of these Regulations which will affect or has affected the evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the organ of state must-

- (a) inform the tenderer accordingly;
- (b) give the tenderer an opportunity to make representations within 14 days as to why-
 - (i) the tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part;
 - (ii) if the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalised up to 10 percent of the value of the contract; and
 - (iii) the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state; and
- (c) if it concludes, after considering the representations referred to in subregulation (1)(b), that-
 - (i) such false information was submitted by the tenderer-
 - (aa) disqualify the tenderer or terminate the contract in whole or in part; and
 - (bb) if applicable, claim damages from the tenderer; or
 - (ii) the successful tenderer subcontracted a portion of the tender to another person without disclosing, penalise the tenderer up to 10 percent of the value of the contract.

(2)(a) An organ of state must-

- (i) inform the National Treasury, in writing, of any actions taken in terms of subregulation (1);

- (ii) provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and
- (iii) submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.
 - (b) The National Treasury may request an organ of state to submit further information pertaining to subregulation (1) within a specified period.
 - (3) The National Treasury must-
 - (a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and
 - (b) maintain and publish on its official website a list of restricted suppliers.

Circulars and guidelines

15. The National Treasury may issue-

- (a) a circular to inform organs of state of any matter pertaining to these Regulations; or
- (b) a guideline to assist organs of state with the implementation of any provision of these Regulations.

Repeal of Regulations and saving

16.(1) Subject to this regulation, the Preferential Procurement Regulations, 2011, published in Government Notice No R. 502 of 8 June 2011 (herein called “the 2011 Regulations), are hereby repealed with effect from the date referred to in regulation 17.

(2) Any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of these Regulations.

(3) Any tender advertised before the date referred to in regulation 17 must be dealt with in terms of the 2011 Regulations.

Short title and commencement

17. These Regulations are called the Preferential Procurement Regulations, 2017 and take effect on 1 April 2017.