



# CONSTRUCTION OF JERUSALEM COMMUNITY HALL

**TENDER NUMBER: 276/2021**

**TENDERER:**

**CLOSING DATE: 08 AUGUST 2022**

**EMPLOYER :**

**EMPLOYER'S AGENT:**



**CITY OF MBOMBELA**

PO Box 45  
Mbombela  
1200

Tel: 013-759 9111  
Fax: 013-759 2070



**MGM NGWENYA CONSULTING**

No 3 Klopkloppie street  
Mbombela, 1200

Tel : 013-752 3093  
Fax: 086- 513 3265  
E-mail : [mgmngwenya@gmail.com](mailto:mgmngwenya@gmail.com)

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

**SUMMARY FOR TENDER OPENING PURPOSES**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

## IMPORTANT INFORMATION

### PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

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

## 1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. The use of erasing fluid or strips are not allowed.
3. It may not be taken apart.
4. It is not available in electronic format except PDF.
5. It is compulsory to attach required documents to the relative page (where requested). Any other form of presentation (loose pages or separate documents) will not be accepted.
6. Local content declaration form must MBD 6.2 form must be completed by the bidders. Companies not complying with this requirement will be disqualified.

## 2. STANDARDS APPLICABLE TO THIS DOCUMENT

Available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering and the S.A. Bureau of Standards, as applicable:

- |    |                              |  |
|----|------------------------------|--|
| 1. | CIDB                         | <i>CIDB Standard for uniformity in Construction Procurement, 08 August 2019, as amended.</i> |
| 2. | SANS 10845-1                 | <i>Processes, methods and procedures.</i>  |
| 3. | SANS 10845-2                 | <i>Formatting and compilation of procurement documentation.</i>                              |
| 4. | SANS 10845-3                 | <i>Standard conditions of tender.</i>  |
| 5. | JBCC                         | <i>Joint Building Contracts Committee, Edition 4.1, and March 2005</i>                       |
| 6. | This Document, as presented. |  |

## CONTENTS

	<b><u>PAGE</u></b>
COVER PAGE	
Summary for Tender Opening Purposes	i
Important Information	ii
Contents	iii

## THE TENDER

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
<b>PART T1</b>	<b>TENDERING PROCEDURES</b>	
T 1.1	Tender Notice and Invitation to Tender	T1.1-1 to T1.1-1
T 1.2	Tender Data	T1.2-1 to T1.2-9
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS</b> (See List of Documents)	T2.1-1 to T2.1-44

## THE CONTRACT

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
<b>PART C1</b>	<b>AGREEMENT and CONTRACT DATA</b>	
C 1.1	Form of Offer	C1.1-1 to C1.1-1
C 1.2	Form of Acceptance	C1.2-1 to C1.2-1
C 1.3	Schedule of Deviations	C1.3-1 to C1.3-1
C 1.4	Contract Data	C1.4-1 to C1.4-7
C 1.5	Performance Guarantee	C1.5-1 to C1.5-3
C 1.6	Agreement in Terms of the Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	C1.6-1 to C1.6-4
C 1.7	Certificate of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	C1.7-1 to C1.7-2
<b>PART C2</b>	<b>PRICING DATA</b>	
C 2.1	Pricing Instructions	C2.1-1 to C2.1-2
C 2.2	Bill of Quantities	C2.2-2 to C2.2-31

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
<b>PART C3</b>	<b>SCOPE of WORK</b>	
C 3.1	Description of Works	C3.1-1 to C3.1-1
C 3.2	Engineering	C3.2-1 to C3.2-2
C 3.3	Procurement	C3.3-1 to C3.3-1
C 3.4	Construction	C3.4-1 to C3.4-60
C 3.5	Management	C3.5-1 to C3.5-2
C 3.6	Environmental, Management Specification, Health and Safety	C3.6-1 to C6.6-2
<b>PART C4</b>	<b>SITE INFORMATION</b>	
C 4.1	Site Information	C 4.1-1
<b>APPENDICES</b>		
Appendix A	Occupational Health and Safety Regulations	A1 to A18
Appendix B	Drawings for Tender Purposes	

**PART T1: TENDERING PROCEDURES**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
T 1.1	Tender Notice and Invitation to Tender	5
T 1.2	Tender Data	7

**PART T2: RETURNABLE DOCUMENTS**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
T 2	Returnable Documents	15

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

**PART T1 TENDERING PROCEDURES**

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

T1.1	TENDER NOTICE AND INVITATION TO TENDER.....	T1.1-1
T1.2	TENDER DATA.....	T1.2-1



**Tender No. 276/2021**  
**CLOSING DATE: 08 AUGUST 2022 AT 11:00AM**  
**CIDB GRADING: 7GB**

**APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF JERUSALEM COMMUNITY HALL FOR CITY OF MBOMBELA**

City of Mbombela invites tenderers with a CIDB grading of 7GB or higher for the construction of Jerusalem Community Hall.

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 07 July 2022 on the e-Tenders: [www.etenders.gov.za](http://www.etenders.gov.za) and [www.mbombela.gov.za](http://www.mbombela.gov.za) on the tenders and notices folder, free of charge.

Duly completed bid documents and supporting documents which are, CERTIFIED ID COPIES OF BUSINESS OWNERS, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE, LATEST MUNICIPAL RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RES (if business operates in rural area) OR LEASE AGREEMENT WITH THE LESSOR'S LATEST MUNICIPAL RATES AND TAXES FOR BOTH THE BUSINESS DIRECTORS AND COMPANY, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: "BID NO.: 276/2021, APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF JERUSALEM COMMUNITY HALL FOR CITY OF MBOMBELA, CLOSING DATE: 08 AUGUST 2022" with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date.

Only locally produced / manufactured goods will be considered with a minimum stipulated threshold on local production and content as stipulated on designated sectors by the Department of Trade, Industry and Competition (DTIC)

NB: NO SITE BRIEFING MEETING WILL BE HELD. POTENTIAL BIDDERS MUST MAKE USE OF THE COORDINATES PROVIDED TO VISIT THE SITE. **Coordinates: 25° 11' 18,68"S and 31° 05' 48,59"E**

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted nor considered. A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2017, where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE status level of contribution.

Procurement Enquiries	:	Nomsa Ndukuya Email: <a href="mailto:nomsan@mbombela.gov.za">nomsan@mbombela.gov.za</a> (013) 759 9052
Technical Enquiries	:	Nhlanhla Kenny Dhlamini Email: <a href="mailto:nhlanhla.dhlamini@mbombela.gov.za">nhlanhla.dhlamini@mbombela.gov.za</a> (013) 759 9528
Employer	:	The Municipal Manager: Mr. W Khumalo Po Box 45; Mbombela; 1200

VISIT OUR WEBSITE: [www.mbombela.gov.za](http://www.mbombela.gov.za)

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

**CITY OF MBOMBELA****DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT****CONTRACT NO: 276/2021****FOR****CONSTRUCTION OF JERUSALEM****COMMUNITY HALL****T1.2 TENDER DATA**

Clause Number	Data			
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>			
2.1	Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule or Schedule of Quantities.			
2.7	Wherever reference is made in the documentation to contractor it shall also mean service provider			
3.1	<p>The Employer is <b>CITY OF MBOMBELA</b></p> <p>The Employer’s domicile (permanent physical business address) is:</p> <p>1 Nel Street,Civic Centre Mbombela, 1200</p> <p>The Employer’s address for communication relating to this project is:</p> <table><tr><td><b>POSTAL</b> P. O. Box 45 Mbombela 1200</td><td><b>OR</b></td><td><b>DELIVERY</b> 1 Nel Street, Civic Centre Mbombela 1200</td></tr></table>	<b>POSTAL</b> P. O. Box 45 Mbombela 1200	<b>OR</b>	<b>DELIVERY</b> 1 Nel Street, Civic Centre Mbombela 1200
<b>POSTAL</b> P. O. Box 45 Mbombela 1200	<b>OR</b>	<b>DELIVERY</b> 1 Nel Street, Civic Centre Mbombela 1200		

Clause Number	Data
3.2	<p>The tender documents issued by the Employer comprise:</p> <p><b>THE TENDER</b></p> <p><b>Part T1 Tendering Procedures</b></p> <p>Part T1.1 Tender Notice and Invitation to Tender (white)</p> <p>Part T1.2 Tender Data (pink)</p> <p>Part T1.3 SCM Policy of City of Mbombela: <a href="http://www.mbombela.gov.za">www.mbombela.gov.za</a></p> <p><b>Part T2 Returnable Documents</b></p> <p>Part T2.1 List of Returnable Documents (yellow)</p> <p>Part T2.2 Returnable Schedules to be completed by the Contractor (yellow)</p> <p>Part T2.3 Returnable Schedules II (yellow)</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1 Agreement and Contract Data</b></p> <p>C1.1 Form of Offer and Acceptance (pink)</p> <p>C1.2 Contract Data (yellow)</p> <p>C1.3 Form of Guarantee (white)</p> <p>C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 (white)</p> <p>C1.5 Authority for Signatory in Terms of OH&amp;S Act, 1993 (white)</p> <p><b>Part C2 Pricing Data</b></p> <p>C2.1 Pricing Assumptions (yellow)</p> <p>C2.2 Bill of Quantities and Information Sheets (yellow)</p> <p><b>Part C3 Scope of Works</b></p> <p>C3.1 Scope of Works (blue)</p> <p>C3.2 Engineering (blue)</p> <p>C3.3 Procurement (blue)</p> <p>C3.4 Construction (blue)</p> <p>C3.5 Management (blue)</p> <p>C3.6 EMP, Daywork, Health and Safety (blue)</p> <p><b>Part C4 Site Information</b></p> <p>C4 Site Information (green)</p> <p>Appendices</p> <p>Appendix A Health and Safety Specification (white) Appendix B Drawings for Tender Purposes (white)</p>
3.4	<p>The Employer's Agent is:</p> <p>Name: MGM NGWENYA CONSULTING</p> <p>Address: No 3 Klopkloppie street, Mbombela, 1200</p> <p>Tel: 013 752 3093 Fax: 086 513 3265</p> <p>E-mail: <a href="mailto:mgmngwenya@gmail.com">mgmngwenya@gmail.com</a></p>
3.5	<p>The language for communications is English.</p> <p>The tender process may be cancelled if:</p> <p>(a) Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation.</p> <p>(b) Funds are no longer available to cover the total envisaged expenditure.</p> <p>(c) No acceptable tender is received; or</p> <p>There is a material irregularity in the tender process</p>
3.6	<p>The competitive selection procedure shall be applied in awarding the tender.</p>
3.7	<p>Jurisdiction</p> <p>Unless stated otherwise in the Tender Data, each tenderer and the Employer undertake to accept the jurisdiction of the courts of law of the Republic of South Africa.</p>

Clause Number	Data				
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>a) CIDB registration</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a <b>7 GB or higher class</b> of construction work, are eligible to have their tenders evaluated.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p> <table border="1" data-bbox="312 853 1390 931"> <tr> <th data-bbox="312 853 632 898">Category of tender</th><th data-bbox="632 853 1390 898">Upper limits per CIDB Table 8 Regulation 17</th></tr> <tr> <td data-bbox="312 898 632 931">7GB or Higher</td><td data-bbox="632 898 1390 931">R40m</td></tr> </table> <p>Joint Ventures are eligible to submit bids provided that:</p> <p>(1) every member of the joint venture is registered with the CIDB;</p>	Category of tender	Upper limits per CIDB Table 8 Regulation 17	7GB or Higher	R40m
Category of tender	Upper limits per CIDB Table 8 Regulation 17				
7GB or Higher	R40m				

Clause Number	Data
	<p>(2) the lead partner has a contractor grading designation in the <b>7 GB PE or Higher class</b> of construction work; and</p> <p>(3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>7 GB PE or Higher class</b> of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.</p> <p>b) Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to ANNEXURE T of the Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed under ANNEXURE T. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in ANNEXURE T with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p>The key person shall be a suitably qualified and experienced contracts manager who will be point accountability and responsibility for the management of the construction works, and who is registered with SACPCMP as Pr.CPM or ECSA as Pr.Eng or Pr.Tech.Eng shall be required as a minimum.</p> <p>Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager.</p> <p>Failure to comply with the requirements or to complete ANNEXURE T may render the tender non- responsive.</p> <p>c) National Treasury Central Supplier Database</p> <p>Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.</p>
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.

Clause Number	Data
4.7	The arrangements for the compulsory clarification meeting are as stated in the tender notice and invitation to tender.
4.8	Request clarifications at least 7 working days before the closing date and time.
4.10	Tenderers are required to state the rates and currencies in South African Rand.
4.12	<p>Alternative offers are generally not acceptable due to possible manipulation of the tender process and resulting complexity of the evaluation.</p> <p><b>Therefore, the submission of alternative tenders is strongly discouraged.</b></p> <p>The submission of alternative work will be considered as a non-responsive offer.</p> <p>However, a tenderer wishing to submit an alternative offer shall first apply to the Employer with full details of the principles of the alternative for confirmation that the Employer's standards and requirements are not compromised or reduced. Such confirmation must have been provided by the Employer in writing at least 5 (five) working days before the date and time of tender closing, or as extended by an addendum sent to all tenderers. The application shall not be submitted later than 7 (seven) working days before the date and time of tender closing given in Tender Data Clause 4.15.</p>
4.13	Parts of each tender offer communicated on paper shall be submitted as an original, no copies required. The signed print-out shall be taken as the valid submission.
4.13	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: City of Mbombela</p> <p>Physical address: 1 Nel Street, Mbombela 1200</p> <p>Identification details: Tender 276/2021, CONSTRUCTION OF JERUSALEM COMMUNITY HALL</p> <p>Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address.</p> <p>It is in the tenderer's interest to ensure that the submission of the tender offer is recorded in the Employer's tenders received register.</p>
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (ANNEXURE U).
4.13.5.1	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorised representative's name, the tenderer's postal address and contact telephone numbers.
4.13.5.2	A two-envelope procedure will <b>NOT</b> be followed.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers shall <b>NOT</b> be accepted.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is <b>90</b> days.
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:

Clause Number	Data
	<p>a) withdraws his tender;  b) gives notice of his inability to execute the contract in terms of his tender; or  c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9,</p> <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.19	Access shall be provided for inspections and testing by personnel acting on behalf of the Employer
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document.
5.1	The employer shall respond to clarifications received up to 7 (seven) working days before tender closing date.
5.2	The employer shall issue addenda until 5 (five) working days before tender closing date.
5.7	In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury in writing.
5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <p>a) the gross misplacement of the decimal point in any unit rate;  b) omissions made in completing the pricing schedule or bills of quantities; or  c) arithmetic errors in:</p> <p>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or  ii) the summation of the prices.</p> <p>d) imbalanced unit rates.</p> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <p>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.</p> <p>c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</p> <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p>

Clause Number	Data
	<p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
5.10	<p><b>List of disqualifying factors of this tender are as follows:</b></p> <p>A bid not complying with the requirements stated hereunder will be regarded as “Non Responsive”, and as such will be rejected/disqualified for further evaluation (Functionality)</p> <ul style="list-style-type: none"> <li>• Submit company registration certificate <b>(disqualifying factor)</b></li> <li>• Submit Tax Compliance Status issued by SARS <b>(disqualifying factor)</b></li> <li>• Full CSD report <b>NOT</b> older than <b>10 days</b> from the closing date , Summary report will <b>NOT</b> be considered <b>(disqualifying factor)</b></li> <li>• Submit Joint venture agreement in case of JV. <b>(disqualifying factor)</b></li> <li>• Submit original certified identity document of business directors <b>(disqualifying factor)</b></li> <li>• Authority for Signatory, duly signed and dated original or certified copy on the Company(s) Letterhead. This condition will not apply to companies owned by one director / member / sole proprietorship but applies in cases where the signatory is not one of the directors / when the business has more than one director. <b>(disqualifying factor where applicable)</b></li> <li>• Fully completed and signed were applicable in the Returnable Schedules. <b>(disqualifying factor)</b></li> <li>• Failure to apply instructions contained in addenda that may be issued. <b>(disqualifying factor)</b></li> <li>• Fully Completed and signed Form of Offer <b>(disqualifying factor)</b></li> <li>• Submit copies of Audited Annual Financial Statements (last 3 Financial Years). For JV, Audited Annual Financial Statements from all Service providers are required. Failure to provide for all the service Providers will results in disqualification. <b>(disqualifying factor)</b></li> <li>• Submit copy of an active CIDB contractor grading designation of 7GB or higher <b>(disqualifying factor)</b></li> <li>• Tenderer must provide valid copy of municipal rates and taxes for both the company and for the active directors including JV/Consortium partners, no more than 3 months. Copies of municipal rates and taxes certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor's up-to-date municipal rates and taxes for both the business and all business directors. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes</li> <li>• All certificates, appointment letters of company experience, completion certificates of company experience, RC 1-ENATIS of plant and equipment, qualification certificates of personnel with Identity Documents must be certified by the commissioner of Oaths, RSA. It must have date of certification and not older than 3 months. A copy of a certified copy will not be accepted.</li> </ul> <p><b>NB: Prospective bidders are required to complete relevant annexures i.e. C, D &amp; E with regards to Local Production and Content for all items falling within the designated sector. Failure to furnish the annexures will render the submission none responsive. Certified copies of documentation must not be older than three months to be regarded as valid. Copies of “certified copies” will not be acceptable as true copies of original documents. Failure to adhere will lead to immediate disqualification.</b></p>

5.11	The procedure for the evaluation of responsive tenders is Method 2: Financial offer, quality and preference.
5.11.5	<p>Method 2 Financial, preference and quality is scored as follows:</p> <ol style="list-style-type: none"> <li>Score each tender in respect of the financial offer and quality claimed, if any.</li> <li>Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: <math>TEV = N_{FO} + N_P + N_Q</math>  where: <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  <math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.  <math>N_Q</math> is the number of tender evaluation points awarded for quality claimed in accordance with F.3.11.9.</li> <li>Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> <li>Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</li> <li>Compelling and justifiable reasons not to recommend a tenderer are inter alia tenderers who: <ul style="list-style-type: none"> <li>do not meet the minimum requirements listed in Part T2.1, List of Returnable Documents and/or</li> <li>failed to complete the tender document comprehensively with all the required information.</li> </ul> </li> </ol> <p>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 preference.</p> <p>If functionality/ quality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality/ quality.</p> <p>If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.</p>
5.11.7	<p><b>Scoring Financial Offers</b></p> <p>Score the financial offers using the following formula:  <math>N_{FO} = W_1 \times A</math>  where  <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer;  <math>W_1</math> is the maximum possible number of tender evaluation points awarded for the financial offer as stated below  <math>A</math> is the number calculated using the relevant formula described below</p> <p>The value of <math>W_1</math> is:</p>

Clause Number	Data																				
	<p>80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000.00.</p> <p>The following formula shall be used to calculate the points for price (<b>A</b>):</p> $A = \left(1 - \frac{P - P_m}{P_m}\right) W_1$ <p>Where:</p> <p><b>P</b> is the comparative offer of the tender offer under consideration and</p> <p><b>P<sub>m</sub></b> is the comparative offer of the most favourable comparative offer</p> <p><b>W<sub>1</sub></b> is the maximum number of points for price (in this case 80)</p> <p>In the event that the calculated value is negative, the allocated score shall be 0 (zero).</p>																				
5.11.8	<p><b>Scoring preferences</b></p> <p><b>N<sub>p</sub></b> shall be calculated as described below;</p> <p>Up to 100 minus <b>W<sub>1</sub></b> tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarized in the table below:</p> <table border="1" data-bbox="320 1016 1423 1308"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of points (80/20 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> <p>Eligibility for preference points is subject to the following conditions:</p> <ol style="list-style-type: none"> <li>A tenderers' scorecard shall be a B-BBEE Verification Certificate issued in accordance with the revised Notice of Clarification published in the Notice 444 of 2015 published in Government Gazette 38799 on 15 May 2015 by the Department of Trade and Industry; and</li> <li>The scorecard shall be submitted as a certificate attached to Returnable Schedule <b>Annexure P</b>; and</li> <li>The certificate shall: <ol style="list-style-type: none"> <li>Be an original or an original certified copy of the original; and</li> <li>Have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or</li> <li>Have been issued prior to 30 September 2016 by a registered auditor who was approved by the Independent Regulatory Board of Auditors (IRBA); or</li> <li>Be in the form of a sworn affidavit in the case of an Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE); and</li> <li>Be valid at the tender closing date; and</li> <li>Have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data 4.15); and</li> </ol> </li> <li>Compliance with any other information requested to be attached to Returnable Schedule <b>Annexure P</b> and</li> <li>If a tenderer claims a preference score without submitting an acceptable verification certificate (s) and/or all the information in compliance with Returnable Schedule <b>Annexure P</b>, a period of 1 working day will be granted to submit this information; and</li> </ol>	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
B-BBEE Status Level of Contributor	Number of points (80/20 system)																				
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Clause Number	Data																					
	<p>f) Failure to submit a valid verification certificate(s) and/or all the information in compliance with Returnable Schedule <b>Annexure P</b>, will result in the award of 0 (zero) points for preference; and</p> <p>g) In the event of a Joint Venture (JV), a consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted, as well as a valid B-BBEE verification certificate for each member of the JV; and, 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, 0(zero) points for preference will be awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract.</p>																					
5.11.9	<p><b>Score for Functionality</b></p> <p><b>The functionality will be scored using the following values: (This section should be read together with the table below)</b></p> <ul style="list-style-type: none"><li>• 100 points – Quality<ul style="list-style-type: none"><li>○ 30 points – Experience on similar scale projects</li><li>○ 20 points – Qualification of staff allocated to project</li><li>○ 20 points – Availability of plant and equipment for the project</li><li>○ 20 points – Financial performance</li><li>○ 10 points – Method Statement</li></ul></li></ul>																					
	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table><tr><th>Quality criteria</th><th>Sub-criteria</th><th>Maximum number of points</th></tr><tr><td>Experience on previous contracts of a similar scope-maximum of 5 projects (over last five years)</td><td></td><td>30</td></tr><tr><td>Qualifications of staff allocated to project</td><td></td><td>20</td></tr><tr><td>Availability of plant and equipment for the project</td><td></td><td>20</td></tr><tr><td>Financial performance</td><td></td><td>20</td></tr><tr><td>Method Statement</td><td></td><td>10</td></tr><tr><td><b>Maximum possible score for quality (M<sub>s</sub>)</b></td><td></td><td><b>100</b></td></tr></table>	Quality criteria	Sub-criteria	Maximum number of points	Experience on previous contracts of a similar scope-maximum of 5 projects (over last five years)		30	Qualifications of staff allocated to project		20	Availability of plant and equipment for the project		20	Financial performance		20	Method Statement		10	<b>Maximum possible score for quality (M<sub>s</sub>)</b>		<b>100</b>
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<p>The minimum number of evaluation points for quality is 70</p>																						

Clause Number	Data														
	<p>The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows:</p> <table border="1"> <thead> <tr> <th>Score</th><th>Prompt for judgement</th></tr> </thead> <tbody> <tr> <td>0</td><td>Failed to address the question / issue</td></tr> <tr> <td>20</td><td>A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available</td></tr> <tr> <td>40</td><td>Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.</td></tr> <tr> <td>60</td><td>Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought</td></tr> <tr> <td>80</td><td>Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.</td></tr> <tr> <td>100</td><td>Excellent – response / answer / solution gives real confidence that the tenderer will add real value.</td></tr> </tbody> </table>	Score	Prompt for judgement	0	Failed to address the question / issue	20	A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available	40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.	60	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought	80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.	100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.
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100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.														
5.13	<p><b>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</b></p> <ul style="list-style-type: none"> <li>the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>) CSD is compulsory for any company to bid. Tenderer must provide a full CSD report.</li> <li>the tenderer is in good standing with SARS according to the Central Supplier Database;</li> <li>the tenderer submits an <b>Original</b> letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document</li> <li>the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li>the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> <li>No Tipex has been used on the bid document</li> <li>The tenderer has not used an erasable pen and completed the bid document with a pencil</li> </ul>														
5.13.1	<p><b>Acceptance of a tender offer (Additional Conditions)</b></p> <p>The Employer shall accept a tender offer should it be considered not to present any unacceptable commercial risk, only if the tenderer</p> <ol style="list-style-type: none"> <li>is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement,</li> <li>can, as necessary and in relation to the proposed contract, demonstrate the possession of the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and personnel, to perform the contract,</li> <li>has the legal capacity to enter into the contract,</li> <li>is not insolvent, in receivership, bankrupt or being liquidated, does not have affairs administered by a court or a judicial officer, does not have suspended business activities, or is subject to legal proceedings with respect to any of the foregoing,</li> <li>complies with the legal requirements, if any, stated in the tender data, and</li> <li>is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</li> </ol>														
5.17	<p>The number of paper copies of the signed contract to be provided by the employer is One.</p>														

5.18	<p><b>Preparing Tender Documents</b></p> <p>If necessary, the documents that shall form part of the contract and that were issued by the employer as part of the tender documents, shall be revised to take account of;</p> <ul style="list-style-type: none"> <li>a) addenda issued during the tender period,</li> <li>b) inclusion of some of the returnable documents, and</li> <li>c) other revisions agreed between the employer and the successful tenderer during the process of offer and acceptance.</li> </ul> <p>The schedule of deviations attached to the form of offer and acceptance, if any, shall be completed</p>
5.19	All communication shall be done in writing.

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

**PART T2 RETURNABLE DOCUMENTS**

## PART T2: RETURNABLE DOCUMENTS

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

The Tenderer must complete the following returnable Schedules:

### Returnable Schedules required for Tender evaluation purposes

COMPULSORY TENDER DOCUMENTS	
ANNEXURE A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING (Not applicable)
ANNEXURE B	RECORD OF ADDENDA TO TENDER DOCUMENTS
ANNEXURE C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
ANNEXURE D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS
ANNEXURE E	COMPULSORY DECLARATION
ANNEXURE F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
ANNEXURE G	CERTIFICATE OF INDEPENDENT TENDER
ANNEXURE H	DECLARATION OF GOOD STANDING REGARDING TAX
ANNEXURE I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
ANNEXURE J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
ANNEXURE K	DECLARATION OF TENDERER'S LITIGATION HISTORY
ANNEXURE L	AUTHORITY OF SIGNATORY
ANNEXURE M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
ANNEXURE N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
ANNEXURE O	SCHEDULE OF CURRENT COMMITMENTS
ANNEXURE P	REGISTRATION WITH CIDB
RETURNABLE FOR QUALITY CRITERIA	
ANNEXURE Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
ANNEXURE R	PLANT & EQUIPMENT
ANNEXURE S	FINANCIAL RESOURCES
ANNEXURE T	MANAGERIAL CAPACITY, EXPERIENCE AND QUALIFICATIONS
ANNEXURE U	METHOD STATEMENT
CERTIFICATE FOR TENDER COMPLIANCE	
ANNEXURE V	SCHEDULE OF TENDER COMPLIANCE

## **COMPULSORY TENDER DOCUMENTS**

# ANNEXURE A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

## NB: Not applicable

Notes to Tenderer:

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

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

representative of (tenderer) .....

of (address) .....

.....

.....

telephone number .....

fax number .....

e-mail .....

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

Signature of Representative .....

<b>ANNEXURE B: RECORD OF ADDENDA TO TENDER DOCUMENTS</b>
--

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

	Date	Title or Details
■		
■		
■		
■		
■		
■		
■		
■		
■		
■		

Attach additional pages if more space is required.

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

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

## ANNEXURE C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

### (a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

*Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable;  
 (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

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

### (b) ALTERNATIVES

Proposed Alternative	Description of Alternative

*Note: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here  
 (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender  
 (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

Signed .....

Date .....

Name .....

Position .....

## ANNEXURE D: PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS (SIPDM) (MBD 6.1)

### Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *“Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy.”*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

### 1. Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

### 2 Sufficient evidence of qualification

#### 2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a:

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12 month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see [www.thedti.gov.za/gazettes/Affidavit\\_EME.pdf](http://www.thedti.gov.za/gazettes/Affidavit_EME.pdf))

#### 2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see [www.thedti.gov.za/gazettes/BBEE\\_QUALIFYING\\_SMALL\\_ENTERPRISE.pdf](http://www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf))

### 3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	Number of Points (80/20 System)
Form not completed or no-complaint contributor	0
Level 8 contributor	2
Level 7 contributor	4
Level 6 contributor	6
Level 5 contributor	8
Level 4 contributor	12
Level 3 contributor	14
Level 2 or contributor	18
Level 1 contributor	20

**4 Declaration**

The tenderer declares that

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

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

Signature: .....

Name: .....

Duly authorised to sign on behalf of: .....

Telephone: .....

Fax: ..... Date: .....

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

**Note:**

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

**ANNEXURE E: COMPULSORY DECLARATION (SIPDM) (MBD 4)**

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

**Section 1: Enterprise Details**

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

**Section 2: Particulars of companies and close corporations**

<b>Company / Close Corporation registration number</b>	
--	--

**Section 3: SARS Information**

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

**Section 4: CIDB registration number**

<b>CIDB Registration number (if applicable)</b>	
---	--

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

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

**Section 6: Particulars of principals**

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

<b>Full name of principal</b>	<b>Identity number</b>	<b>Personal tax reference number</b>

Attach separate page if necessary

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

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

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

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

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

\*insert separate page if necessary

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

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

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

- |  |                          |  |
|--|--------------------------|--|
| d) a member of any municipal council                                     | <input type="checkbox"/> | an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| e) a member of any provincial legislature                                |                          |  |
| f) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> | a member of an accounting authority of any national or provincial public entity  |
| 3. a member of the board of directors of any municipal entity            | <input type="checkbox"/> | an employee of Parliament or a provincial legislature  |
| 4. an official of any municipality or municipal entity                   |                          |  |

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months
*insert separate page if necessary			

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

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

☐ Yes      ☐ No (Tick appropriate box)

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

**Section 10: Declaration**

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

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

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

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

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

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

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

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

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

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

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

Signed .....

Date .....

Name .....

Position .....

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

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

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

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

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

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

**ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE**

- **For Closed Corporations**

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

**OR**

- **For Companies**

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

**OR**

- **For Joint Venture Agreements**

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

**OR**

- **For Partnership**

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

**OR**

- **One person Business / Sole trader**

2. Certified Copy of ID

## ANNEXURE F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

(SIPDM)

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

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

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

### Section 1: Enterprise Details

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

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

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

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

Attach separate page as necessary

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

I / we certify that

1 (tick one of the boxes):

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

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

3) source of goods and / or services:

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

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

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

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

Attach separate page as necessary

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

Signed

Date

Name

Position

**ATTACHED HERETO AN ORIGINAL OR CERTIFIED COPY OF THE  
MUNICIPAL UTILITY ACCOUNT NOT OLDER THAN 3 MONTHS  
FOR COMPANY AND THE ACTIVE DIRECTOR/S**

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)

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

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

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2017 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

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

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Cement	100%
Steel	100%
Electrical cables	90%

4. Does any portion of the services, works or goods offered have any imported content?  
(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2017)**

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

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

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2017, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2017	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2017.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

## ANNEXURE G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

### CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

---

(Tender Number and Description)

in response to the invitation for the tender made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Tenderer)

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
- iv) Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
- v) For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
- vi) The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

- vii) In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) bidding with the intention not to win the tender.
- viii) In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
- ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

---

Signature

---

Date

---

Capacity under which Tender is Signed

---

Name of Tenderer

**ANNEXURE H: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**

**ATTACH VALID TAX CLEARANCE CERTIFICATE AND  
TAX COMPLIANCE STATUS (TCS) PIN TO THIS PAGE**

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

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

## ANNEXURE I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

Notes to tenderer:

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

Item	Question	Yes	No
4.1	<p><b>Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</b></p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

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

### CERTIFICATION

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

***Affix Proof of the National Treasury Central Supplier Database to this page***

## ANNEXURE K: DECLARATION OF TENDERER'S LITIGATION HISTORY

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

If yes, furnish your details in table below.

YES	NO
-----	----

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

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

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

## ANNEXURE L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name: .....

Contact number: .....

Office address: .....

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

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

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

Mr

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

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

behalf of .....

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY

SIGNATURE .....

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

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

**PRO-FORMA FOR JOINT VENTURES:****Certificate of Authority for Joint Ventures**

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

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

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

## ANNEXURE M: SCHEDULE OF SPECIALIST SUBCONTRACTORS

**Notes to tenderer:**

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

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

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

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed.

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

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

<div><div></div><div></div><div>( )</div></div>		<div>Previous value of work:</div> <div>Previous Experience:</div>
<div><div></div><div></div><div>( )</div></div>		<div>Previous value of work:</div> <div>Previous Experience:</div>

<b>ANNEXURE N:</b>	<b>PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER</b>
--------------------	--

Notes to tenderer:

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

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

## ANNEXURE O: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

**ANNEXURE P: REGISTRATION WITH CIDB**

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

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

Expiry Date: .....

## **RETURNABLES FOR QUALITY CRITERIA**

## ANNEXURE Q: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

(I) Functionality Points will be spread as follows (100 points maximum):

**Note: None submission of requirements stated below will result in loss of points**

**A. Relevant Overall Experience of Company – 30 points**

No.	Value of Contract (Attach Certified Appointment Letter and Certified Completion Certificate)	Tender maximum points/	Allocated Points
1	Previously two completed building projects of similar scope to the amount of R13 million and above(2 projects*15 points)	30	
2	Previously three completed building projects of similar scope to the amount of R9 million and above(3projects *10 points =30)	30	
3	Previously six completed building projects of similar scope to the amount of R5 million and above(6 projects *5 points =30)	30	
<b>Total Points</b>		<b>30</b>	

Evaluation shall be based on the six largest projects **executed in the last 5 years**. Only experience from the tendering entity, and NOT by staff members, shall be taken into account.

Tenderers are required to **only** attach maximum Six (6) **certified** appointment letters and certified completion certificates. Failure to attach **both** appointment letter and completion certificate will result in zero points being awarded, and if tenderer attaches more than Six (6) projects the evaluation will only be on the first Six (6) for which appointment letter and completion certificate is submitted. **All the completion certificate must be approved by the Client, Principal Agent and the Contractor. The municipality reserves the right to contact the Client, the CIDB and the Principal Agent to verify the documentation. Any fraudulent information shall lead to the disqualification of the bidder and reporting of SCM abused conduct to National Treasury.**

In line with the POPI Act, the municipality will utilise the required information for the purpose of this tender.

## ANNEXURE R: PLANT & EQUIPMENT

**The tenderer will receive a maximum of 20 points based on information provided in this schedule**

1. The following are lists of major items of relevant equipment that I / we presently own and will have available for this contract or will acquire for this contract if my / our tender is accepted.
2. The tenderer will receive Quality points for listing of plant available for this specific contract as follows:
  - Major plant for construction works if well identified and 100% is owned and available at start of contract maximum points will be as stated in allocated points if owned column. No points will be scored for hired plant.
  - Plant correctly identified and owned will be calculated according to allocated points.
3. Proof of ownership to be submitted: RC 1-eNatis certificates to be attached. 100% for attaching proof of ownership and 0 points for hiring agreement.

Description, size, capacity, etc.	Allocate Points if owned	Quantity Required	Quantity owned	Points Scored
TLB (48kW)	5	1		
Water Tanker (8kl)	2	1		
10m3 Tipper trucks	5	2		
Concrete Mixer	4	1		
Roller (Smooth drum, Pad foot, Pneumatic)	2	1		
Excavator (20 ton)	2	1		
<b>Total</b>	<b>20</b>			
Total Points Allocated				

\* Attached additional pages if more space is required.

<p style="text-align: center;"><b>ANNEXURE S: FINANCIAL RESOURCES</b></p> <p style="text-align: center;"><b>BANKING INFORMATION</b></p>
---

1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's will lose points.

2. The tenderer's banking details as they appear below shall be completed.

3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

i) Name of Account Holder: .....

ii) Account Number: .....

iii) Bank name: .....

iv Branch Number: .....

v)Bank and branch contact details .....

.

**ATTACH HERETO AN ORIGINAL LETTER FROM THE BANK TO THIS PAGE  
NOT OLDER THAN THREE (3) MONTHS**

FINANCIAL REFERENCE	RETURNABLE SCHEDULE REF	BANK RATING	SCORE
Very Good-Indisputable for enquiries		A	15
Good-Good for the amount of work		B	10
Adequate –Good for the amount strictly in accordance with business		C	8
Poor-Reasonable business risk (additional motivation will be required prior appointment)		D	2
Inadequate and risky		E	0
Contractor's letter of intent from a registered financial institution of guarantor in the amount of 10% for surety.			5

The tenderer shall attach to this form an **Original Letter** from the bank not older than Three (3) months confirming the bank account, details and bank rating. **The bank rating must be based on an amount of R15 Million.**

<p style="text-align: center;"><b>ANNEXURE S: FINANCIAL RESOURCES</b>  <b>DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)</b></p>
--

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

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

**YES / NO**

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

.....  
 .....

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

**YES / NO**

.....  
 .....

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

.....  
 .....

- 2.2 If yes, please provide particulars

.....  
 .....

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

**YES / NO**

.....  
 .....

- a. If yes, furnish particulars

.....  
 .....

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

**YES / NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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

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

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

Employer  
 (Name and Address) \_\_\_\_\_

Contract No \_\_\_\_\_

Contract Title \_\_\_\_\_

WHEREAS \_\_\_\_\_

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

\_\_\_\_\_  
 (hereinafter called "the Contractor")

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

for the construction of (Contract Title)

at \_\_\_\_\_

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

AND WHEREAS \_\_\_\_\_

(hereinafter referred to as  
 "the

WE \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_ (in words)  
 R \_\_\_\_\_ (in figures)  
 (10% of the tender sum) that amount I/we agree to hold at your disposal.

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

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

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

This guarantee is neither negotiable or transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

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

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

IN WITNESS WHEREOF this guarantee has been executed by us at

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

As witness:

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

Duly authorised to sign on behalf of  
 (Guarantor)

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

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

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

Notes to tenderer:

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

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

#### CONSTRUCTION TEAM KEY PERSONNEL

i) Site Agent

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

<b>EXPERIENCE IN BUILDING CONSTRUCTION</b>	<b>10</b>
<b>POINTS</b>	<b>10</b>

## ii) Site Foreman

Site Foreman on permanent/ contract basis, with at least NQF 4 qualification or related qualification with experience in Building Projects of not less than Seven (7) years.

<b>EXPERIENCE IN BUILDING CONSTRUCTION</b>	<b>7</b>
<b>POINTS</b>	<b>5</b>

## iii) Safety Officer

Safety officer on permanent/contract basis, with a valid First Aid Certificate plus OSHA (Construction Regulations) qualification or related qualification with experience in building projects of not less than three (3) years.

<b>EXPERIENCE IN BUILDING CONSTRUCTION</b>	<b>3</b>
<b>POINTS</b>	<b>5</b>

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

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

**KEY PERSONNEL EXPERIENCE (SITE AGENT)**

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

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

**Technical/ Managerial Experience**

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

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

**KEY PERSONNEL EXPERIENCE (SITE FOREMAN)**

The tenderer shall provide details of previous experience required for this project.

Name	Position in Team	No. of Years' Experience
	Site Foreman	

**Technical/ Managerial Experience**

(List only the most recent 5 projects of the Site Foreman that the tenderer considers relevant to the specified scope of works.

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

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

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

**ANNEXURE U: METHOD STATEMENT**

<b>Description</b>	<b>Points</b>
<b>1. Methodology</b>	<b>5</b>
<b>2. Social Development plan</b>	<b>2.5</b>
<b>3. Local Empowerment plan</b>	<b>2.5</b>

**Method statement scoring**

**Methodology**

Good- 5 points- Presentation addresses all the aspect of the project including but not limited to time frames, OHS matters, sourcing of material, etc.

Average- 3 points- Partially addresses all the aspect of the project including but not limited to time frames, OHS matters, sourcing of material, etc

Poor- 1 point- Failed to address all aspect of the project including but not limited to time frames, OHS matters, sourcing of material, etc

**Social Development Plan/ Local Economic Empowerment**

Good- 2.5 points- Presentation addresses all the aspect of social development and economic empowerment plan, etc

Average- 1.5 points- Partially presentation addresses all the aspect of social development and economic empowerment plan, etc

Poor- 0.5- The presentation failed to address all the aspect of social development and economic empowerment plan, etc

**NB: The presentation from 1 up to 3 as indicated on the table above must not exceed 10 pages and should be typed on Arial format -12 font with a spacing of 1.5**

### COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)

The functionality will be scored using the following values: (This section should be read together with the table below)

A maximum equal to 100 tender evaluation points will be awarded for quality, sub-divided according to the following:

- 100 points – Quality
  - 30 points – Company experience on similar scale projects
  - 20 points – Plant equipment
  - 20 points – Financial References
  - 20 points – Managerial Capacity
  - 10 points-- Method Statement

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Company Experience:	ANNEXURE Q	30		
Plant and Equipment:	ANNEXURE R	20		
Financial References:	ANNEXURE S	20		
Managerial Capacity:	ANNEXURE T	20		
Method Statement:	ANNEXURE U	10		
	<b>Sub- Total</b>	100		
	<b>TOTAL</b>	<b>100</b>		

**Note:**

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

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

1	MAXIMUM POINTS TO BE ALLOCATED
Price	80
B-BBEE Status Level of Contribution	20
<b>TOTAL</b>	<b>100</b>

## ANNEXURE V: SCHEDULE OF TENDER COMPLIANCE

**Note to tenderer:**

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

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

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

**THE CONTRACT**

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

**PART C1    AGREEMENT AND CONTRACT DA**

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

**C1.1 FORM OF OFFER**

**C1.2 FORM OF ACCEPTANCE**

**C1.3 SCHEDULE OF DEVIATIONS**

## C 1.1: FORM of OFFER

### OFFER

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

### CONSTRUCTION OF JERUSALEM COMMUNITY HALL: CONTRACT 276/2021

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

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

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

\_\_\_\_\_ (in words)

R

\_\_\_\_\_ (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of the contract identified in the contract data.

### for the TENDERER

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

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

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

Name and address: \_\_\_\_\_

\_\_\_\_\_

Name and \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Witness \_\_\_\_\_

\_\_\_\_\_

## C1.2: FORM of ACCEPTANCE

### ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

C 2: Pricing data

Part C 3: Scope of work.

Part C 4: Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules, as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

### for the EMPLOYER

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

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

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

Name and address: \_\_\_\_\_

Name and \_\_\_\_\_

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

Signature of witness \_\_\_\_\_

<b>C1.3: SCHEDULE of DEVIATIONS</b>
-------------------------------------

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

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

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

**for the TENDERER**

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

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

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

**for the EMPLOYER**

(Name and address): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name and \_\_\_\_\_

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

Signature of witness \_\_\_\_\_

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

**C1.4 CONTRACT DATA**

## C1.4: CONTRACT DATA

### GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the JBCC Series 2000 Principal Building Agreement inclusive of the Contract Data Addenda EC and CE (Edition 6.1 of March 2014) prepared by the Joint Building Contracts Committee Inc. Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-315 4140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-463 2022) or South African Institute of Architects (051-447 4909; 011-486 0684; 053-8312003;) The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement. Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

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

##### Clause Additions, deletions and alterations

- 1.1 Replace the following definitions in **DEFINITIONS AND INTERPRETATIONS** with the following wording:  
**CORRUPT PRACTICE** means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution  
**FRAUDULENT PRACTICE** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.  
**INTEREST** means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).  
**SECURITY** means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss
- 1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:  
Delete sub-clause 1.6.4
- 3.5 Delete sub-clause 3.5
- 3.6 Delete sub-clause 3.6.
- 3.7 Add to the end thereof:  
The **contractor** shall supply and keep a copy of the **JBCC Series 2000 Principal Building Agreement** and Preliminaries applicable to this contract on the site, to which the **employer**, **principal agent** and **agents** shall have access at all times.
- 3.9 Delete sub-clause 3.9
- 3.10 Replace the second reference to "**principal agent**" with the word "**employer**".
- 4.3 No clause
- 5.1.2 Under clause 41 – include reference 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents.
- 9 Clause 9.0 is amended by adding Clause 9.1.4:  
The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

10.5 Add the following as 10.5:

**Damage to the works**

(a) Without any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary.

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**.

(c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the expected risks as set out in 10.6.

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.

10.6 Add the following as 10.6:

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

(a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.

(b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.

(c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost therefore from the **contractor** or to deduct the same from amounts due to the **contractor**.

(d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.

(e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed.

(f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and to execute the **works**.

10.7 Add the following as 10.7:

**HIGH RISK INSURANCE**

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

10.7.1 **Damage to the works**

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

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

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

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

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

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

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

15.1.4 Add 15.1.4 as follows:

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

15.2.1 Under 41: Amend to read as follows:

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

20.1.3 No clause.

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

The **contractor** and **principal agent** shall appoint a **selected subcontractor** in accordance with the provisions of the Scope of Work.

29 Clause 29.0 is amended by:-

i) The addition of the following clauses:-

Clause 29.9

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

ii) Clause 29.10 – Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal**

**agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 29.10.2

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

Clause 29.10.3

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

- 30.1      Replace reference to 36.3 at end of sentence with 36.0
- 31.12     Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."
- 32.5.1    Add the following to the end of each of these clauses: "... due to no fault of the **contractor**."
- 32.5.4
- 32.5.7
- 32.12     Delete sub-clause
- 34.2      Add # next to 34.2
- 34.13     Replace "seven (7) **calendar days**" with "twenty one (21) **calendar days**" and delete the words "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"
- 36.1      Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:
- 36.1.3    The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract.
- 36.1.4    The **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.
- 36.1.5    The **contractor**, in the judgment of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract.
- 36.3      Replace "**principal agent**" with "**employer**".
- 37.3.5    Replace "ninety (90)" with "one hundred and twenty (120)".
- 38.5.4
- 39.3.5    Add the following words at the end thereof: "within one hundred and twenty (120) **working days** of completion of such a report."
- 1.1      Delete in the Substitute Provisions (41.0 State Clauses) clause 41.1.3 the definitions for
- (41.1.3) **CONSTRUCTION PERIOD** and **INTEREST**. Sub-clause 1.1 definitions will apply (see contract data)
- 10.1      Delete in the Substitute Provisions (41.0 State Clauses) clauses 10.1, 10.2 and 10.4 so that
- 10.2      the provisions of sub-clauses 10.1, 10.2 and 10.4 of the non-**state** clauses will apply to the
- 10.4      **state**.
- (41.0 )
- 11.1      Delete in the Substitute Provisions (41.0 State Clauses) clause 11.1 so that the provisions of
- (41.0)     clause 11.1 of the non-**state** clause will apply to the **state**.
- 12.1      Delete in the Substitute Provisions (41.0 State Clauses) clause 12.1 so that the provisions of
- (41.0)     clause 12.1 of the non-**state** clause will apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"
- 12.2      Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State
- (41.0)     Clauses) to read "Where the **contractor** is responsible for insurances, the **contractor** shall
- ....."

31.11.1 Delete in the Substitute Provisions (41.0 State Clauses) sub-clauses 31.11.1 and 31.11.2 so  
 31.11.2 that the provisions of sub-clause 31.11.1 of the non-**state** clause will apply to the **state**.  
 (41.0)

36.7 Add in the Substitute Provisions (41.0 State Clauses) as clauses 36.7, 37.5 and 39.5, the  
 37.5 following:  
 39.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the  
 (41.0) **employer** or the **contractor**, or for any reason whatsoever, the **contractor** shall on written  
 instruction, discontinue with the **works** on a stated date and withdraw himself from the **site**.  
 The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of  
 any lien or right of retention or on the grounds of any other right whatsoever.

40.2.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4,  
 40.2.2 40.5 and 40.6 and replace with the following:  
 40.3

40.4 40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one  
 40.5 hand and the contractor on the other arise out of this **agreement**, such dispute shall be  
 40.6 referred to adjudication.  
 (41.0)

40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for  
 Adjudication current at the time when the dispute is declared. The party, which raises  
 the dispute, shall select three adjudicators from the panel of adjudicators published by  
 the South African Institution of Civil Engineering or Association of Arbitrators (Southern  
 Africa), determine their hourly fees and confirm that these adjudicators are available to  
 adjudicate the dispute in question. The other party shall then select within 7 days one  
 of the three nominated adjudicators, failing which the chairman for the time being of the  
 Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The  
**adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4.

40.3 Should either party be dissatisfied with the decision given by the adjudicator, dispute  
 shall be finally settled by court proceedings. Neither party shall have recourse to  
 arbitration should they be dissatisfied with the decision given by the **adjudicator** as all  
 disputes will be decided by a court of law.

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

Clause	Additions
A1	<p><b>A1. Labour intensive component of the works</b>  <b>0</b></p> <p><b>A1. Payment of labour-intensive component of the works.</b>  <b>1</b>          Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p><b>A1. Applicable labour laws</b>  <b>2</b>          The Ministerial Determination, Special Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p><b>1 Introduction</b></p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>1.2 In this document –</p> <p>(a) “department” means any department of the State, implementing agent or contractor;</p> <p>(b) “employer” means any department, implementing agency or contractor that</p>

	<p>hires workers to work in elementary occupations on a SPWP;</p> <p>(c) “worker” means any person working in an elementary occupation on a SPWP;</p> <p>(d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;</p> <p>(e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;</p> <p>(f) “task” means a fixed quantity of work;</p> <p>(g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;</p> <p>(h) “task-rated worker” means a worker paid on the basis of the number of tasks completed</p> <p>(i) “time-rated worker” means a worker paid on the basis of the length of time worked.</p> <p><b>2 Terms of Work</b></p> <p>2.1 Workers on a SPWP are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p> <p><b>3 Normal Hours of Work</b></p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work—</p> <p>(a) more than forty hours in any week;</p> <p>(b) on more than five days in any week; and</p> <p>(c) for more than eight hours on any day.</p> <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p> <p><b>4 Meal Breaks</b></p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p> <p>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.</p> <p><b>5 Special Conditions for Security Guards</b></p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>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.</p> <p><b>6 Daily Rest Period</b></p> <p>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.</p> <p><b>7 Weekly Rest Period</b></p>
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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").

## **8 Work on Sundays and Public Holidays**

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

## **9 Sick Leave**

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

## **10 Maternity Leave**

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker, who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.
- 11 Family responsibility leave**
- 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- (a) when the employee's child is born;
  - (b) when the employee's child is sick;
  - (c) in the event of a death of –
    - (i) the employee's spouse or life partner;
    - (ii) employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 12 Statement of Conditions**
- 12.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the SPWP;
  - (b) the tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) the worker's rate of pay and how this is to be calculated;
  - (e) the training that the worker will receive during the SPWP.
- 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3 An employer must supply each worker with a copy of these conditions of employment.
- 13 Keeping records**
- 13.1 Every employer must keep a written record of at least the following –
- (a) the worker's name and position;
  - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (c) in the case of a time-rated worker, the time worked by the worker;
  - (d) payments made to each worker.
- 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.
- 14 Payment**
- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.

	<p>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.</p> <p>14.4 A time-rated worker will be paid at the end of each month.</p> <p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p> <p>14.6 Payment in cash or by cheque must take place –</p> <ul style="list-style-type: none"> <li>(a) at the workplace or at a place agreed to by the worker;</li> <li>(b) during the worker's working hours or within fifteen minutes of the start or finish of work;</li> <li>(c) in a sealed envelope which becomes the property of the worker.</li> </ul> <p>14.7 An employer must give a worker the following information in writing –</p> <ul style="list-style-type: none"> <li>(a) the period for which payment is made;</li> <li>(b) the numbers of tasks completed or hours worked;</li> <li>(c) the worker's earnings;</li> <li>(d) any money deducted from the payment;</li> <li>(e) the actual amount paid to the worker.</li> </ul> <p>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.</p> <p>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.</p> <p><b>15 Deductions</b></p> <p>15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p> <p>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.</p> <p>15.4 An employer may not require or allow a worker to –</p> <ul style="list-style-type: none"> <li>(a) repay any payment except an overpayment previously made by the employer by mistake;</li> <li>(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or</li> <li>(c) pay the employer or any other person for having been employed.</li> </ul> <p><b>16 Health and Safety</b></p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>16.2 A worker must –</p> <ul style="list-style-type: none"> <li>(a) work in a way that does not endanger his/her health and safety or that of any other person;</li> <li>(b) obey any health and safety instruction;</li> <li>(c) obey all health and safety rules of the SPWP;</li> <li>(d) use any personal protective equipment or clothing issued by the employer;</li> <li>(e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.</li> </ul> <p><b>17 Compensation for Injuries and Diseases</b></p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all</p>
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	<p>persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p> <p><b>18 Termination</b></p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p> <p>18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p><b>19 Certificate of Service</b></p> <ul style="list-style-type: none"> <li>(a) the worker's full name;</li> <li>(b) the name and address of the employer;</li> <li>(c) the SPWP on which the worker worked;</li> <li>(d) the work performed by the worker;</li> <li>(e) any training received by the worker as part of the SPWP;</li> <li>(f) the period for which the worker worked on the SPWP;</li> <li>(g) any other information agreed on by the employer and worker.</li> </ul>
<b>A2</b>	<p><b>A2.0 Expanded Public Works Programme</b></p> <p><b>A2.1</b> The Contractor will be required to employ staff which satisfy the EPWP requirements as per the Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP and as stipulated in this Contract.</p>
<b>A3</b>	<p><b>A3.0 Mandatory Training</b></p> <p><b>A3.1</b> The Contractor will be required to provide training to sub-contractors. An allowance for this has been made in the final summary of the bills of quantities, which will be treated as a budgetary allowance which the Contractor can use for training and which may be deducted in part or in whole from the project should it not be used.</p>

## PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause	Description								
1.1.13	The defects liability period is <b>12 months</b> measured from the date of issuing of the completion certificate.								
1.1.15	The Name of the Employer is the <b>City of Mbombela</b> .								
1.1.16	'Employers Agent' means any Director, Associate or Professional Employers Agent appointed by a Director of <b>MGM NGWENYA CONSULTING</b> to fulfil the functions of the Employers Agent in terms of the Contract Data.								
1.1.26	The pricing strategy: <b>Re-Measurement Contract</b>								
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <table> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td><b>1 Nel Street</b></td><td><b>PO Box 45</b></td></tr> <tr> <td><b>MBOMBELA</b></td><td><b>MBOMBELA</b></td></tr> <tr> <td><b>1200</b></td><td><b>1200</b></td></tr> </table> <p>Telephone: <b>013 759 9528</b>  Fax: <b>013 759 2070</b>  E-mail: <a href="mailto:nhlanhla.dhlamini@mbombela.gov.za">nhlanhla.dhlamini@mbombela.gov.za</a></p>	Physical address:	Postal address:	<b>1 Nel Street</b>	<b>PO Box 45</b>	<b>MBOMBELA</b>	<b>MBOMBELA</b>	<b>1200</b>	<b>1200</b>
Physical address:	Postal address:								
<b>1 Nel Street</b>	<b>PO Box 45</b>								
<b>MBOMBELA</b>	<b>MBOMBELA</b>								
<b>1200</b>	<b>1200</b>								
1.2.1.2	<p>The address of the Employer's Agent is:</p> <table> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td><b>No 3 Klopkloppie street</b></td><td><b>P.O. Box 6838</b></td></tr> <tr> <td><b>Nelspruit</b></td><td><b>Mbombela</b></td></tr> <tr> <td><b>1200</b></td><td><b>1200</b></td></tr> </table> <p>Telephone: <b>013 752 3093</b>  Fax: <b>086 513 3265</b>  E-mail: <a href="mailto:mgmngwenya@gmail.com">mgmngwenya@gmail.com</a></p>	Physical address:	Postal address:	<b>No 3 Klopkloppie street</b>	<b>P.O. Box 6838</b>	<b>Nelspruit</b>	<b>Mbombela</b>	<b>1200</b>	<b>1200</b>
Physical address:	Postal address:								
<b>No 3 Klopkloppie street</b>	<b>P.O. Box 6838</b>								
<b>Nelspruit</b>	<b>Mbombela</b>								
<b>1200</b>	<b>1200</b>								
2.4	<p><b>Variations to the Conditions of Contract are:</b></p> <p>Add the following at the end of sub clause 2.4.1:</p> <p>" The several documents forming the Contract shall rank in the following order of precedence:</p> <ol style="list-style-type: none"> <li>1. Contract Agreement,</li> <li>2. Form of Offer and Acceptance,</li> </ol>								

Clause	Description
	<ol style="list-style-type: none"> <li>3. Contract Data,</li> <li>4. Specification Data,</li> <li>5. Standardized Specifications,</li> <li>6. Drawings,</li> <li>7. Bill of Quantities,</li> <li>8. Statutory Regulations,</li> <li>9. Other standard specifications.</li> </ol> <p>If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."</p>
4.3.3	<p>Add the following at the end of sub clause 4.3.2:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ol style="list-style-type: none"> <li>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</li> <li>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</li> <li>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</li> <li>(v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</li> </ol> <p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p>

Clause	Description
	<p>(vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works.</p> <p>(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p> <p>The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 Of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997).</p> <p>The following arrangements and procedures will apply:</p> <p>(i) The Contractor shall himself obtain the Mining Authorisation for the sites.</p> <p>(ii) Contractor shall assume responsibility for the Environmental Management Programmes (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract.</p> <p>(iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contractor.</p> <p>(iv) This Agreement shall hold good from the date on which the Mining Authorisation is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991.</p> <p>(v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010).</p> <p>(vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended.</p> <p>(vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.</p>
5.3.1	The documentation required before commencement with Works execution are:

Clause	Description
	<ul style="list-style-type: none"> <li>Health and Safety Plan (refer to clause 4.3.1)</li> <li>Initial programme (Refer to clause 5.6.1)</li> <li>Security (Refer to clause 6.2.1)</li> <li>Insurance (Refer to Clause 8.6.1)</li> </ul>
5.3.2	The time to submit the documentation required, before commencement with Works execution is <b>14 calendar days</b> .
5.4.2	The access and possession of site shall <b>not</b> be exclusive to the Contractor.
5.8.1	<p>The non-working days are public holidays and Sundays.</p> <p>The special non-working days are:</p> <p>The year-end break from <b>15/12/2022 to 02/01/2023.-to be revised</b></p>
5.13.1	<p>The penalty for failing to complete the Works is:</p> <p><b>0.025%</b> of the total bid sum per calendar day</p>
5.14.1	The time for achieving Practical Completion is when each phase of the defined project scope is completed, and the duration is <b>12 calendar months</b> from the Commencement Date, including special non-working days
5.16.3	The latent defect period is <b>10 years</b> after date of completion
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is <b>15%</b> .
6.8.2	This contract does <b>not</b> include contract price adjustment
6.8.3	Price adjustments for variations in the costs of special materials are <b>not</b> allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80%</b>
6.10.3	The limit of retention money is <b>10%</b>
8.6.1.1.2	Not required.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at <b>12%</b> of the claim value.
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.3	The limit of liability insurance is <b>R 5 million</b>
10.5.2	Dispute resolution shall be <b>ad-hoc</b> adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is <b>one</b> .
10.7.1	The determination of disputes shall be by <b>arbitration</b> .
Special Clause	The Contractor's CIDB grading must remain active at the same or higher level as at time of appointment, should the grading be suspended,

Clause	Description
	downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.

#### **Payment for labour-intensive component of the works**

Payment for works identified in the Scope of Works 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 payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

**Linkage of payment for labour-intensive component of works to submission of project data**

Labour-intensive component of works shall be paid at minimum of R220 per day.

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.

#### **Applicable Labour Laws**

The current Ministerial Determination (also downloadable at [www.epwp.gov.za](http://www.epwp.gov.za)), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

Clause	Item and data
	The name of the Contractor is. ....
1.2	The contact details of the contractor are as follows: Telephone: ..... Facsimile: ..... E-mail: ..... Address (physical): ..... ..... ..... Address (postal): ..... ..... .....

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

**C1.5 FORM OF GUARANTEE**

## GUARANTOR DETAILS AND DEFINITIONS

Guarantor means .....

Physical address .....

Guarantor's signatory 1 ..... Capacity .....

Guarantor's signatory 1 ..... Capacity .....

Employer means **The CITY OF MBOMBELA**

Contractor means .....

Agent means **MGM Ngwenya Consulting**

Works means **CONSTRUCTION OF JERUSALEM COMMUNITY HALL; BID NUMBER: 276/2021**

Site means: **JERUSALEM COMMUNITY HALL, JERUSALEM VILLAGE, MBOMBELA, MPUMALANGA PROVINCE.**

**Coordinates: 25 11' 18.68" S and 31 5' 48.59" E**

Agreement means: **the JBCC Series 2000 Principal Agreement (Edition 6.1 March 2014)**

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R .....

Amount in words ..... (Rand)

Guaranteed Sum means the maximum aggregate amount of R .....

Amount in words ..... (Rand)

**1** The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: ..... ..... ..... (Rands) (R .....)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

**2** The Guarantor hereby acknowledges that:

**2.1** Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.

**2.2** Its obligation under this Guarantee is restricted to the payment of money.

**3** Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

**3.1** A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the

Guarantor to make payment in terms of sub-clause 3.2

- 3.2** A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
- 3.3** A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

**4** Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

- 4.1** The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
- 4.2** A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

**5** It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

**6** Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

**7** Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

**8** The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor

**9** The Guarantor chooses the physical address as stated above for all purposes in connection herewith.

**10** This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired

**11** This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.

**12** Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at ..... Date .....

Guarantor's  
Signatory 1 ..... Guarantor's  
Signatory 2 .....

Identity number ..... Identity number .....

Witness 1 ..... Witness 2 .....

**Guarantor's seal or stamp:**

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

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

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

**NEW CONSTRUCTION SAFETY REGULATIONS**

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- (e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.
- (f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: \_\_\_\_\_ Date: \_\_\_\_\_

Witnesses: 1) : \_\_\_\_\_ 2) : \_\_\_\_\_

For the Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Witnesses: 1) : \_\_\_\_\_ 2) : \_\_\_\_\_

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

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

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

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

**PART C2 PRICING DATA**

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

**C2.1 PRICING INSTRUCTIONS**

## C2.1: PRICING INSTRUCTIONS

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
  - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
  - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
  - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 6 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
- 7 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 8 The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
- 9 Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
- 10 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 11 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
- 12 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities

C2.1-

- 13 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- 14 The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
- 15 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
- 16 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
  - a) an amount which is not to be varied, namely Fixed (F)
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
  - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 17 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
  - a) 10 percent is Fixed;
  - b) 15 percent if Value Related
  - c) 75 percent is Time Related.
- 18 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 19 All work is to be constructed using labour-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract
- 20 Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 21 The tenderer is to acquaint himself as to the specific requirements of this tender as contained in additional clauses A1 to A6 to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

**C2.2 SCHEDULE OF QUANTITIES**

**C2.2: BILL of QUANTITIES**

SCHEDULE OF QUANTITIES

C2.2-2 to C2.2-18

SUMMARY OF SCHEDULE OF QUANTITIES

C2.2-19 to C2.2-19

**CITY OF MBOMBELA****DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT****CONTRACT NO: 276/2021****FOR****CONSTRUCTION OF JERUSALEM COMMUNITY HALL****SUMMARY OF SCHEDULE OF QUANTITIES**

SECTION	DESCRIPTION	PAGE	AMOUNT
1200	General Requirements and Provisions		
1300	Contractor's Establishment and General Obligations		
1400	Housing, Offices and Laboratory for the Employer's Agent's Personnel		
1800	Dayworks		
3300	Mass Earthworks		
6100	Foundations for Structures		
6200	Falsework, Formwork and Concrete Finish		
6300	Steel Reinforcement		
6400	Concrete for Structures		
6600	No-fines Concrete, Joints, Bearings, Bolt Groups and Drainage from Structures		
<b>A</b>	<b>TOTAL SCHEDULE A</b>		
	ADD CONTINGENCIES @ 2.5%		
<b>B</b>	<b>SUBTOTAL</b>		
	PLUS 15% VAT		
<b>TOTAL AMOUNT CARRIED TO FORM OF OFFER</b>			

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

**PART C3 SCOPE OF WORKS**

## PART C3: SCOPE of WORK

### C3: SCOPE OF WORK

#### Table of Contents:

#### C3.1 STANDARD SPECIFICATIONS

#### C3.2 PROJECT SPECIFICATIONS

##### PART A: GENERAL

PS-1	Project Description
PS-2	Description of the Site and Access
PS-3	Details of the Works
PS-4	Construction Management Requirements
PS-5	Expanded Public Works Programme (EPWP) labour intensive specification

##### PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

B1	Project Specifications Relating to the Standard Specifications and Other Additional Specifications	
Section	1100	Definitions
Section	1200	General Requirements and Provisions
Section	1300	Contractor's Site Establishment on Site and General Obligations
Section	1400	Housing, Offices and Laboratories for the Engineer's Site personnel
Section	3100	Borrow Materials
Section	8100	Testing Materials and Workmanship

#### C3.3 PARTICULAR SPECIFICATIONS

##### SECTION EMP: ENVIRONMENTAL MANAGEMENT SPECIFICATION

1.	General
2.	Training and Induction of Employees
3.	Complaints Register and Environmental Incident Book
4.	Site Cleanliness and Neatness
5.	Access
6.	Borrow Pits
7.	Dust Control / Air Quality
8.	Fauna
9.	Fire Prevention and Control
10.	Grave Sites
11.	Materials Handling and Spills Management
12.	Noise
13.	Pollution Control
14.	Rivers and Streams
15.	Safety
16.	Soil Management
17.	Worker Conduct
18.	Traffic Disturbances and Diversions
19.	Vegetation
20.	Waste Management

##### SECTION DWK: DAYWORKS

1.	Scope
2.	Type of Work
3.	Materials
4.	Construction Plant Hire

- 5. Salaries and Wages of Workmen
- 6. Measurement and Payment

#### **SECTION OHS: PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

- 1. Introduction and Background
- 2. Pre-construction Health and Safety specification
  - 2.1 Scope
  - 2.2 Interpretations
  - 2.3 Minimum Administrative requirements
  - 2.4 Health and Safety Induction, Training and Equipment
  - 2.5 Preliminary Hazard Identification and Risk Assessment
  - 2.6 Permits
  - 2.7 Incentives and Penalties
  - 2.8 Specific Project Requirements
- 3. Financial Provision for Health and Safety
- 4. Guidelines for the preparation of a Typical OH&S Plan

### C3.1: STANDARD SPECIFICATIONS

#### Applicable SANS 2001 Standards

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

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

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

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

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

Part 1: General Engineering and Construction Works

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

Part 5: Earthworks.

## **C3.2: PROJECT SPECIFICATIONS**

### **STATUS**

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

**Part A** contains a general description of the works, the site and the requirements to be met.

**Part B** contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

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

### **PART A: GENERAL**

#### **PS-1      PROJECT DESCRIPTION**

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

- The construction of a 400 persons capacity single –storey community hall at Jerusalem.
- The work will include related water supplies, sewer and stormwater drainage, electrical/mechanical installations and external works comprising of boundary fencing and informal parking area.

## **PS-2 DESCRIPTION OF THE SITE AND ACCESS**

### **2.1 Location of site**

The Site comprises: Portion of erf located at the Township of Jerusalem in Hazyview, White River in Mpumalanga Province Coordinates :

#### **South Coordinate**

25° 11' 18,68"

#### **East Coordinate**

31° 05' 48,59"

The locality plan is as attached under clause C4.1-LOCALITY PLAN and also annexed in the tender drawings' booklet.

## **PS-3 DETAILS OF THE WORKS**

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

### **3.1 Project, Construction of Jerusalem Hall**

#### **3.1.2 Scope of Work under BID No. 276/2021**

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

- Main hall to seat 350 people
- Kitchen,
- Offices and a boardroom will be designed
- Earthworks, cut and fill operations
- Concrete and Building works
- A designated parking space and paving around the community Hall structure
- Septic Tank
- water reticulation
- Enviro loo toilets
- Main Kiosk with lockable doors will be installed
- 100kVA stand by generator for emergency power supply
- Metering installation
- Distribution boards and cabling installation
- Internal lighting and power sockets installation
- Kitchen equipment, cooking area with extractor hood & hood & fan, preparation area/table, accessories & storage area
- Extractors fans in the ablutions
- Door grilles in the ablutions for cross ventilation
- Hand driers in the ablutions
- Air conditions
- 1500 liters Solar Geyser
- Hot water piping reticulation

### **3.2 Nature of ground conditions and subsoil conditions**

A summary of the report containing the findings of the geotechnical investigation is attached in Section C4.3. The limits of the project are as shown on the locality plan bound into the book of drawings to be received together with this document.

### **3.6 Climatic conditions**

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

### **3.7 Labour recruitment conditions**

A Project Steering Committee (PSC) will be established and is a vital means of communication between all parties involved with the project. The composition of the PSC comprises representation by the Employer, the Engineer and formal structures within the community.

The contractor shall make use of these communication channels and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative may be also required to attend the monthly PSC meetings.

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

Local labor is to be used and the employment of such labor is to be done in conjunction with the PSC. The PSC shall appoint a Community liaison officer (C.L.O.) (which shall be remunerated under the contract) who shall be in full time employ of the contract. The duties of the C.L.O. shall consist inter alia of the following:

- To be available on site daily between the hour of 07:00 and 17:00 and at other times as the need arises. His normal working day will extend from 07:00 in the morning until 17:00 in the afternoon.
- To communicate daily with regard to number and skills, to facilitate in labour disputes and to assist in their resolution.
- To attend all meetings in which the community and/or labour are present or are required to be represented.
- To attend all PSC meeting to report on labour.
- To assist in the identification and screening of laborers from the community in accordance with the contractor's requirements.
- To advise and inform temporary laborers of their conditions of employment and to inform temporary laborers as early as possible when their period of employment will be terminated.
- To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- To keep a daily written record of his interviews and community liaison, labour force etc.
- To attend monthly site meetings and report in writing on labour and contract matters.
- Keeping a data base of available labour.
- All such other duties as agreed upon between all parties concerned.
- Compile a list of available skills in the area (skills audit).
- Remuneration of CLO will be at a rate of R 8500.00 per month.
- Target for local labour at 10% of tender sum
- Target for local SMMEs at 20% of tender sum.

#### **4.11 Construction in confined Areas**

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

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

### **PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**

#### **4.1 General**

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

Certain aspects however require further attention as described hereafter.

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

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

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

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

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

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

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

**4.3.2** The structural engineer responsible for the design in accordance with the specification is: **MGM NGWENYA CONSULTING.**

## **4.4 Planning, Programme and Method Statements** (Read with SANS 1921-1:2004 clause 4.3)

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

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

### **4.4.1 Preliminary programme**

The Contractor shall include with his Bid a preliminary programme on the prescribed form to be completed by all Bidders. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

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

The Contractor shall be deemed to have allowed fully in his Bided rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

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

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

#### **4.4.2 Programme in terms of Clause 5.6 of the General Conditions of Contract**

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the bid shall be used as basis for this programme..

The following must be stated on the programme:

- (a) 2 weeks must be allocated at the start of the project for the setting out and confirmation of survey benchmarks. No work will be allowed prior to the survey confirmation process being completed.
- (b) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- (c) A budget of the value of completed work, month by month, for the full contract period.
- (d) The critical path.
- (e) Work to be undertaken by Local Contractor (if applicable)
- (f) Training Courses (if any)
- (g) Schedule of plant and resources to be utilized

The Contractor's attention is also drawn to Clause 5.7 of the General Conditions of Contract 2015.

#### **4.4.3 Time for Completion**

The client will finance the project over one Municipal financial year;

The Time for Completion for the Works shall be 12 **months** and the Works for completion as indicated under section C1.2. Contract Data.

#### **4.4.4 Delay in Completion**

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

#### **4.5 Quality Assurance (QA)** *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

#### **4.6 Management and disposal of water** *(Read with SANS 1921 – 1 : 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and storm water on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

#### **4.7 Earthworks** *(Read with SANS 1921 – 1: 2004 clause 4.10)*

##### **4.7.1 Borrow pits and spoil areas**

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

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

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

#### **4.8 Testing** *(Read with SANS 1921 – 1 : 2004 clause 4.11)*

##### **4.8.1 Process control**

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

##### **4.8.2 Acceptance control**

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer shall have his own acceptance control tests carried out by a dedicated site laboratory as approved by the client. The cost of acceptance testing shall be to the account of the client.

#### **4.9 Site Establishment** *(Read with SANS 1921 – 1 : 2004 clause 4.14)*

##### **4.9.1 Contractor's camp site and depot**

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

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

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

##### **4.9.2 Accommodation of Employees**

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets will only be allowed where temporary facilities have to be provided.

#### **4.10 Survey beacons** (Read with SANS 1921 – 1 : 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

#### **4.11 Existing Services** (Read with SANS 1921 – 1: 2004 clause 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

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

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Services belonging to the following service owners will be encountered.

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

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

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

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

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

##### **4.12.1 General statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer

in terms of the Occupational Health and Safety Act in the form as included in section C1.5.

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

(a) Employer's Health and Safety Specification

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

(b) Bidder's Health and Safety Plan

The Bidder shall submit with the bid his own documented Health and Safety Plan he proposes to be implement for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 30;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

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

The rates and prices Bided by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

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

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

##### **4.14.1 Natural Vegetation**

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

##### **4.14.2 Fires**

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and

extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

#### **4.14.3 Environmental Management Plan**

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

### **PS-5 Expanded Public Works Programme (EPWP) labour intensive specification**

#### **5.1. Labour Regulations**

##### **5.1.1 Payment for the labour-intensive component of the works**

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

##### **5.1.2 Applicable labour laws**

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

##### **5.1.3 Introduction**

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

In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

##### **5.1.4 Terms of Work**

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

##### **5.1.5 Normal Hours of Work**

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

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

5.1.5.2 An employer and worker may agree that a worker will work four days per week. The worker may then

work up to ten hours per day.

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

#### **5.1.6 Meal Breaks**

- 5.1.6.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 5.1.6.2 An employer and worker may agree on longer meal breaks.
- 5.1.6.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 5.1.6.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

#### **5.1.7 Special Conditions for Security Guards**

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

#### **5.1.8 Daily Rest Period**

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

#### **5.1.9 Weekly Rest Period**

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

#### **5.1.10 Sick Leave**

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

#### **5.1.11 Maternity Leave**

- 5.1.11.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 5.1.11.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 5.1.11.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 5.1.11.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 5.1.11.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 5.1.11.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 5.1.12 Family responsibility leave**
- 5.1.12.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
- (a) when the employee's child is born;
  - (b) when the employee's child is sick;
  - (c) in the event of a death of –
    - (i) the employee's spouse or life partner;
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 5.1.13 Statement of Conditions**
- 5.1.13.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the EPWP;
  - (b) the tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) the worker's rate of pay and how this is to be calculated;
  - (e) the training that the worker will receive during the EPWP.
- 5.1.13.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 5.1.13.3 An employer must supply each worker with a copy of these conditions of employment.
- 5.1.14 Keeping Records**
- 5.1.14.1 Every employer must keep a written record of at least the following –
- (a) the worker's name and position;
  - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (c) in the case of a time-rated worker, the time worked by the worker;
  - (d) payments made to each worker.
- 5.1.14.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

### **5.1.15 Payment**

- 5.1.15.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 5.1.15.2 a worker may not be paid less than the minimum EPWP wage rate of **R288.10** per day or per task. This will be adjusted annually on the 1<sup>st</sup> of November in line with inflation (Available CPI as provided by Stats SA six (6) weeks before implementation)
- 5.1.15.3 A task-rated worker will only be paid for tasks that have been completed.
- 5.1.15.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 5.1.15.5 A time-rated worker will be paid at the end of each month.
- 5.1.15.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 5.1.15.7 Payment in cash or by cheque must take place –
  - (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 5.1.15.8 An employer must give a worker the following information in writing –
  - (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker's earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
- 5.1.15.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 5.1.15.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

### **5.1.16 Deductions**

- 5.1.16.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 5.1.16.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 5.1.16.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 5.1.16.4 An employer may not require or allow a worker to –
  - (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

### **5.1.17 Health and Safety**

- 5.1.17.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 5.1.17.2 A worker must –
  - (a) work in a way that does not endanger his/her health and safety or that of any other person;
  - (b) obey any health and safety instruction;
  - (c) obey all health and safety rules of the EPWP;
  - (d) use any personal protective equipment or clothing issued by the employer;

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

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

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

#### **5.1.19 Termination**

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

#### **5.1.20 Certificate of Service**

- 5.1.20.1 On termination of employment, a worker is entitled to a certificate stating –
  - (a) the worker's full name;
  - (b) the name and address of the employer;
  - (c) the EPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the EPWP;
  - (f) the period for which the worker worked on the EPWP;
  - (g) any other information agreed on by the employer and worker.

#### **5.1.21 Contractor's default in payment to Labourers and Employees**

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

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

#### **5.1.22 Provision of Hand tools**

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

#### **5.1.23 Reporting**

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

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

which are undertaken by unskilled or semi-skilled workers.

## 9.2 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 5GB PE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 2017 July to 2022 July, are registered for training towards, the skills programme outlined in Table 1.

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

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

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

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

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

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

5.2.1.2 The normal Government Gazette rate as published by the department of labour and revised annually will be applicable in case the City of Mbombela does not have a set rate for the locals and EPWP projects. When

Government Gazette becomes applicable, the rate will change when the new rates become gazetted by the Minister of Labour

5.2.1.3 Tasks established by the contractor must be such that:

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

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

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

- a) where the head of the household has less than a primary school education;
- b) that has less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those that are not in receipt of any social security pension income

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

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

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

#### **5.3.1 Definitions**

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

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

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

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

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

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

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

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

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

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

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

- 5.3.5.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 5.3.5.2 The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- 5.3.5.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email [cinderella.makunike@dpw.gov.za](mailto:cinderella.makunike@dpw.gov.za) Tel: 083 677 4026.
- 5.3.5.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- 5.3.5.5 The contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- 5.3.5.6 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 5.3.5.1 to 5.3.5.5 above.
- 5.3.5.7 Proof of compliance with the requirements of 5.3.5.1 to 5.3.5.5 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

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

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

In certain clauses in the standard, standardized and particular specifications, allowance is made for a choice to be specified in the project specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains the necessary additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the relevant clause or payment item in the standard specification.

The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

### **SECTION 1100: DEFINITION AND TERMS**

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

### **SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS**

#### **B1202 SERVICES**

*DELETE AND REPLACE THE WORDS :*

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

#### **B1205 WORKMANSHIP AND QUALITY CONTROL**

*ADD THE FOLLOWING :*

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

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

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

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

*ADD THE FOLLOWING:*

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

**B1209 PAYMENT**

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

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

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

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

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

**B1212 ALTERNATIVE DESIGNS AND OFFERS**

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

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

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

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

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

*ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:*

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

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

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

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

**B1229 SABS CEMENT SPECIFICATIONS**

*REPLACE ALL PARAGRAPHS WITH THE FOLLOWING:*

"The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466 have been withdrawn and are replaced by the new *SANS 50197-1 and -2: Common cements*, and *SANS 50413-1 and -2: Masonry cement*. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications. The following summary table shall apply:

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I	32,5
	CEM I	32,5R
RHC	CEM I	42,5
	CEM I	42,5R
LASRC	No provision made	No provision made

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

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

*ADD THE FOLLOWING NEW SPECIFICATIONS:*

## **"B1230 ENVIRONMENTAL IMPACT CONTROL**

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

- (a) The Contractor must allow for the satisfactory combating of dust and noise nuisance throughout the contract length during construction.
- (b) The Contractor must make provision for the prevention of excessive erosion and siltation throughout the Contract and in particular on adjacent land.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not, under any circumstances be allowed.
- (e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage must be set out and the responsible person made aware of the required action. The construction of temporary and or permanent dams must be done with the necessary approvals from the Department of Water Affairs and Forestry and Environmental Affairs and Tourism.
- (f) Bituminous and/or other hazardous products shall not be spoiled on site and may only be disposed of in licensed authorized disposal facilities.
- (g) Control of invader species of plants.

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

#### **"B1231 WORKMEN'S COMPENSATION ACT**

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

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

#### **"B1232 CARE OF WORKS, DAMAGE, INJURY AND INSURANCE**

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

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

#### **ITEM**

#### **UNIT**

#### **"B12.04 Provision for a Community Liaison Officer**

- |   |                |
|---|----------------|
| a) Provisional sum for the payment of the Community Liaison Officer and PSC Members               | P Sum          |
| b) Handling cost and profit in respect of sub-item (a) above<br>(state % and extent as an amount) | Percentage (%) |

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

The percentage Bided in pay items B13.02(a)(II), (IV) and (b) (II) shall be applied to the amount expended

under pay items (a)(I), (a)(III) and (b)(I) respectively to generate an amount that covers all the monies required by the contractor for managing costs that may arise from the payment, including the contractor's profit and overheads."

ITEM	UNIT
<b>"B12.32 <u>Provision for accredited training</u></b>	
a) Generic skills	P Sum
b) Entrepreneurial skills	P Sum
c) Handling cost and profit in respect of sub-item (a) and (b) above (state % and extend as an amount)	Percentage (%)
d) Training venue (only if required)	L Sum

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

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

### **B1402 OFFICES AND LABORATORIES**

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

*ADD THE FOLLOWING NEW PARAGRAPH AT THE END OF THIS SUB-CLAUSE:*

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

*ADD THE FOLLOWING NEW SUB CLAUSE:*

#### **"1402 (i) Survey equipment**

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

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

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

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

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

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

*ADD THE FOLLOWING NEW SUB-ITEM:*

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

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

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

## **SECTION 1800 : DAYWORKS**

### **B1801      Day works**

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

### **B1802      Measurement and Payment**

*ADD THE FOLLOWING PAYMENT ITEMS:*

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

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

## **6100 : FOUNDATIONS FOR STRUCTURES**

### **B6106      FOUNDING**

Add the following paragraph :

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

### **B6108      BACKFILL AND FILL NEAR STRUCTURES**

#### **(a)          General**

Add the following:

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

### **B6109      FOUNDATION FILL**

Add the following after the 3rd paragraph:

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

Add the following after the 6th paragraph:

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

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

### **B6115      MEASUREMENT AND PAYMENT**

Add the following new items:

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

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

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

## **SECTION 6400 : CONCRETE FOR STRUCTURES**

### **B.6402      MATERIALS**

#### **(a)          Cement**

Replace this sub-section with the following:

"Refer to section 1142 for specification of cement."

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

**B.6404     CONCRETE QUALITY**

**(b)     Strength concrete**

Add the following paragraph:

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

The contractor must provide the engineer with complete mix designs and materials for strength concrete at least six (6) weeks before the first concrete is cast on the project".

**B.6405     MEASURING THE MATERIALS**

**(c)     Aggregates**

Add the following:

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

**B.6407     PLACING AND COMPACTING**

**(a)     General**

Add the following after the third paragraph:

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

**B.6408     CONSTRUCTION JOINTS**

**(a)     General**

Add the following:

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

**B.6409     CURING AND PROTECTING**

Add the following:

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

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

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

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

Add the following:

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

1)."

Add the following new paragraph:

**“(d) Concrete cores - strength requirements”**

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

Add the following after the first paragraph:

"Where foundation slabs are set directly against the face of excavations, the volume of concrete measured for payment shall include the total volumes of concrete placed, allowing for up to a maximum over the neat footing dimensions of 200mm where in the opinion of the engineer accurate excavation to neat lines and levels indicated on the drawings is not possible. (No formwork to the footing shall be measured when the concrete is cast against the face of the excavations)."

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

### **B8301 SCOPE**

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

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

### **B8309 PROCESS CONTROL BY THE CONTRACTOR**

*ADD TO CLAUSE 8309 THE FOLLOWING :*

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

#### **Soil Tests:**

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

#### **Aggregate tests:**

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

#### **Concrete tests:**

Concrete mix designs, slump and cube crushing strengths.”

## **GENERIC LABOUR-INTENSIVE SPECIFICATION**

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

### **SCOPE**

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

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

### **PRECEDENCE**

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

### **HAND EXCAVATEABLE MATERIAL**

Hand excavatable material is material:

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

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

Note:

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

**Table 1: Consistency of materials when profiled**

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

#### **Trench excavation**

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

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

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

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

#### **Excavation**

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

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

### **C3.3: PARTICULAR SPECIFICATIONS**

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

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

## **SECTION EMP: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

### **EMP.1 General**

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

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

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

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

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

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

The following information must be recorded:

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

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

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

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

### **EMP.4 Site Cleanliness and Neatness**

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

### **EMP.5 Borrow Pits**

- Mining authorizations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.
- Borrow pits will be fenced and the necessary warning signs will be erected.

### **EMP.6 Dust Control / Air Quality**

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).

- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

#### **EMP.7 Fauna**

- Contractor staff may not chase, catch or kill animals encountered during construction.

#### **EMP.8 Fire Prevention and Control**

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

#### **EMP.10 Materials Handling and Spills Management**

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat, Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

#### **EMP.11 Noise**

- Noise generating activities must be restricted to between 07:00 and 17:00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

#### **EMP.12 Pollution Control**

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

#### **EMP.13 Rivers and Streams**

- During construction of structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

#### **EMP.14 Safety**

- Unsafe excavations during the builder's holidays and any other non-working days shall be safeguarded at all times from danger to the public and workforce. Safe trench-crossings shall be provided at all crossings. The length of trench left open at any one time may be restricted by the Engineer, should he consider such restriction to be in the interest of public safety.

#### **EMP.15 Soil Management**

- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

#### **EMP.16 Worker Conduct**

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

#### **EMP.17 Vegetation**

- Alien vegetation within the construction site must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas during construction must be replaced with indigenous vegetation after construction has been completed.

#### **EMP.18 Waste Management**

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leak proof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimize the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section EMP11 and EMP16.

## SECTION OHS : OHSA 1993 HEALTH AND SAFETY SPECIFICATION

### OHS.1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working high above the ground on top and below the structure, most of the time in a restricted environment with limited landings (working platforms)
- Working above a continuously flowing river and in a flood plain environment subject to flooding
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- High pressure during testing of the relocated pipe lines, which could result in potentially dangerous situations in the event of the pipeline or fittings failing
- Potentially harmful gasses when tying into the existing sewer mains
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from s
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

### OHS.2 DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer**” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as “**client**” as defined in the Construction Regulations 2014. “**Employer**” and “**client**” is therefore interchangeable and shall be read in the context of the relevant document.
- (b) “**Contractor**” wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract.

In this specification the terms “**principal contractor**” and “**contractor**” are replaced with “**Contractor**” and “**subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) “**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

### **OHS.3 TENDERS**

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

### **OHS.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

### **OHS.5 RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

### **OHS.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**

#### **6.1 Health and Safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

#### **6.2 Health and safety induction training**

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent

on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

## **OHS.7 APPOINTMENT OF SAFETY PERSONNEL**

### **7.1 Construction Supervisor**

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

### **7.2 Construction safety officer**

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

### **7.3 Health and safety representatives**

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

### **7.4 Health and safety committee**

In terms of Sections **17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing. The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

### **7.5 Competent persons**

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Excavation work as described in Regulation 13;
- (d) Demolition work as described in Regulation 14;
- (e) Scaffolding work as described in Regulation 16;

- (f) Suspended platform operations as described in Regulation 17;
- (g) Material hoists as described in Regulation 19;
- (h) Bulk Mixing plant operations as described in Regulation 20;
- (i) Explosive actuated fastening device as described in Regulation 21;
- (j) Cranes as described in Regulation 22;
- (k) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 23(1);
- (l) Control of all temporary electrical installation on the construction site as described in Regulation 24;
- (m) Stacking and storage on construction sites as described in Regulation 28; and
- (n) Fire precautions on construction sites as described in Regulation 29.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

## **OHS.8 RECORDS AND REGISTERS**

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHS 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 7(1b) with inputs by the Construction Safety Officer (Regulation 8(5));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1c)) and temporary works (Regulation 10) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13(2)(h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 11(2));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 19(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 21(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1) (k)).

## **OHS.9 CONTRACTORS RESPONSIBILITIES**

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHS 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHS 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

- (a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Management Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 8 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 8.

(d) Risk assessment for construction works (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 3 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 9.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 10 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such

a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access (Regulation 18)

Where rope access are required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Bulk Mixing plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive actuated fastening devices (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 22 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping and general safeguarding on construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 30 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction

projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 4 to 30 as listed in Regulation 33, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

***The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.***

## **OHS.10 MEASUREMENT AND PAYMENT**

### **10.1 Principles**

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

#### **(a) Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 9.1 to 9.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

#### **(b) Records and Registers**

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

**PART C4 SITE INFORMATION**

PART C4: SITE INFORMATION

<u>CONTENTS</u>	<u>PAGES</u>
C4.1 NATURE OF GROUND AND SUBSOIL CONDITIONS .....	C4.1-1
C4.1.1 Nature of Ground .....	C4.1-1
C4.1.2 Subsoil Conditions .....	C4.1-1

**C4.1 NATURE OF GROUND AND SUBSOIL CONDITIONS****C4.1.1 NATURE OF GROUND**

The geological information from the geological map as suggests that the site is situated within the Mpumalanga Province which is geologically situated in the Barberton Supergroup (Basement Granitoids). Stratigraphically, supracrustal rocks of the Barberton Supergroup have been subdivided into 3 groups namely the Onverwacht, Fig tree and the modies group respectilv (Byerly and Lowe, 2007; Groves et al., 1987).

**C4.1.2 SUBSOIL CONDITIONS**

- The site is underlain by silty/clayey sand material throughout the area of investigation from the existing ground level up to a depth of 2.3m below existing ground level.
- No perched water levels were present during the investigations.

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

**APPENDIX A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

# **OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

## **CONTENTS**

COVID-19 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS FOR CONTRACTORS.....	A-11C
AGREEMENT OCCUPATIONAL HEALTH AND SAFETY .....	A-11
CONTRACTOR'S HEALTH AND SAFETY DECLARATION .....	A-13
PRO FORMA NOTIFICATION .....	A-16
ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS FOR CONTRACTORS.....	A-11B

# **COVID-19 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS FOR CONTRACTORS**

## **CONTENTS**

1. Introduction on the return to work
  2. Definitions
  3. Travel to Work
  4. Appropriate Personal Protective Equipment (PPE)
  5. Site Access and Egress Points
  6. Washing Hands
  7. Toilet Facilities
  8. Eating Areas
  9. Changing Facilities
  10. Cleaning
  11. COVID-19 Waste Management
  12. Risk Assessment, Addressing Stress, Psychological Risk, Violence and Harassment
  13. Screening Questionnaire
  14. Medical Surveillances
  15. Social Distancing Measures
  16. Reporting of COVID-19 Cases
  17. COVID-19 Requirements to be met by COM Service Providers
  18. Waste Management for COVID-19
  19. Employees Induction, Training and Communication
  20. Tender Closure
- Annexure A – Acknowledgement of COVID-19 OHS Specifications Addendum by Contractor
- Annexure B – Employees/ Visitors Screening Questionnaire for COVID-19

## Introduction

Construction sites operating during the Coronavirus (COVID-19) pandemic need to ensure they are protecting their workforce and minimizing the risk of spread of infection. This includes an establishment if all employees are fit for works with no COVID-19 symptoms, it considering how personnel travel to and from site and a range of other applicable matters to manage the spread of the virus on site on a daily basis.

This COVID-19 responds requirements forms part of the project specific construction health and safety specification to introduce control measures on the construction site that is in line with the Government's recommendations on social distancing and ensure employers and employees make every effort to comply by adhering to the implementation good hygiene practices and constantly monitoring and reviewing the required control measure for the project. These requirements are applicable for all employers and employees working on site including the client, Consulting Engineers and all contractors.

The principal contractor should ensure the requirements are implemented, a COVID-19 site management plan must be developed by the principal contractor taking into consideration the requirements stipulated in this document, under item 12 and the requirements stipulated under Disaster Management Act (5712002): COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020. The COVID-19 site management plan should specify amongst other how the principal contractor intend to return to work consideration at this stage Government specified only one third of the workforce are allowed.

This COVID-19 site management plan are to be approved by the Consulting Engineers and the COM prior to work commencing on site. Principal Contractor will also be required to submit risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHSA. This police must notify Principal Contractor employees that if they are sick or have symptoms associated with the COVID-19 that they must not come to work and io take paid sick leave in terms of section 22 of the Basic Conditions of Employment Act.

It must be noted matters relating to COVID-19 may change as and when Government introduce further requirement and adherence to all government requirements and Regulations during the times of this pandemic is crucially important.

### a) Definitions

Social Distancing	Workers in the construction industry should follow the guidance on Staying at home and away from others (social distancing). Where they cannot work from home, they must follow the same principles of social distancing while travelling to and from work and while at work.
Self-isolation	Anyone who either has a high temperature or a new persistent cough or is within 14 days of the day when the first member of their household showed symptoms of Coronavirus (COVID-19) should not come to site but must follow the guidance on self-isolation
Person at increased risk	Anyone who is at increased risk of severe illness from Coronavirus (COVID-19) is strongly advised to work at home and should be particularly stringent about following social distancing measures
Living with a person in one of the above groups	Anyone living with a person who is at increased risk of severe illness, or an extremely vulnerable person who is shielding from Coronavirus (COVID-19), should stringently follow the guidance on social distancing and minimize contact outside the home

If someone falls ill	<p>If a worker develops a high temperature or a persistent cough while at work, they should:</p> <ul style="list-style-type: none"> <li>• Ensure their manager or supervisor is informed. Employer is responsible to take the employee to the Doctor-</li> <li>• Employer to investigate possible other contacts, implement isolation measure and ensure those employees are taken for medical examination.</li> <li>• Avoid touching anything</li> <li>• Cough or sneeze into a tissue and put it in a bin, or if they do not have tissues, cough and sneeze into the crook of their elbow.</li> <li>• They must then follow the guidance on self-isolation and not return to work until their period of self-isolation has been completed and declared clear to work by medical professional.</li> </ul>
COVID-19	means Coronavirus Disease 2019
PPE	means Personal Protective Equipment
Employee	means any person who works in an employee/s workplace including an employee of the employer or contractor, a self-employed person or volunteer
Workplace	means any premises or place where a person performs work
COM	City of Mbombela
SHCE	MGM NGWENYA CONSULTING

## **b) Travel to Work**

Principal Contractor is required to provide a safe transportation of its employees to and from the workplace. Strict instructions to be given to the responsible driver that not to give rides to any other person than the principal contractor employees.

- All employees must wear appropriate face Cloth mask
- Hands to be sanitized before entering the transport and when journey ends.
- Employer must ensure that records of all his employees travelling with the transport are kept and no changing in travelling team for traceability should any of them test positive.
- Journeys should be shared with the same individuals and with the minimum number of people at any one time as prescribed by the Regulations.
- Good ventilation (i.e. keeping the windows open) and facing away from each other may help to reduce the risk of transmission
- The vehicle should be cleaned regularly using gloves and standard cleaning products, with particular emphasis on handles and other areas where passengers may touch surfaces
- Social distancing should be practiced all time during transportation.

## **c) Appropriate Personal Protective Equipment:**

- It is a duty of an employer to ensure that all his employees are provided with a correct PPE that meet all the requirements prescribed by minister of Health, this include but Face Cloth Masks, surgical Gloves, Facial shields/ Safety Glasses.
- Provide each employee with hand sanitizers, soap and clean water to wash their hands and disinfectants to sanitize their workstations.
- All employees will be required to sanitize or wash hand at the entry and exit point of the site.
- Employer is responsible to issue the appropriate PPE as per the job description to each employee.
- No employees are allowed to share any of their PPE.
- Employers should consider locations of works to be performed strategically and arrange for specific work intervals.
- PPE must be worn at all times on site.
- PPE such as face masks is required by all employees or member entering the site, the said masks are to be

worn on site.

- Masks should fit properly, completely covering the face from bridge of nose to chin.
- Always clean hand before putting on of removing face masks.
- Only touch the cord or elastic at the back when removing the masks.

**d) Site access and egress points:**

- Access to site must be managed at all times.
- Site access and egress points should enable social distancing and screening of all workers must be done daily before entering and when leaving site. Please refer to questionnaire included in this plan.
- Screening Methods
  - Visual assessment – prior to entering the site gate, employers should conduct a visual assessment verifying and checking symptoms of the virus. If symptoms are evident go ahead to conduct infrared temperature testing
  - The average normal body temperature is generally accepted as (37°C).
  - The infrared beam sensor is placed approximately 0 - 5 cm's from the persons forehead, the thermometer will beep twice if within range. The thermometer will record the temperature and light green, displaying the temperature of the person.
  - At no stage must the infrared beam be directed to the eyes of the employees, as there is a risk of injury and damage to the eyes.
  - Any person displaying a temperature between 37.1°C and 37.9°C will be isolated and place either next to the Security Guardhouse or in his/her vehicle until second temperature testing is done.
  - The person's temperature will be taken again after 15 min. If the temperature has increased the person will be required to leave, access to site will be denied.
  - If the person's temperature has decreased to an acceptable/normal level, access will be granted.
  - Any person with a temperature of 37.5°C or above will be denied access and will be required to leave immediately and be advised to visit a doctor;
  - All cases where persons were denied access a detailed register kept on site of the date, name of contractor, name of employee, contact number,
- The screening table must be made of a washable surface that can easily be disinfected- no linen is to be used to cover the table.
- Face Shields and masks will be made available to screening personnel.
- All required items to operate safely must be available at the screening desk, these includes, hand sanitizers, pens for filling in registers and a bucket filled with 1000 ppm hypochlorite solution to soak pencils, employee/visitor's questionnaire for screening and determination of symptoms, perspex sheet separating screening. Should employees or visitors fail the questionnaire to be completed they should not be allowed to enter site.
- A site access control attendance register must be complete, it is recommended that lists of various company employees be kept at security to tick off the attendance as and when entering site.
- Allow plenty of space between people waiting to enter site.
- Use signage:
  - Such as floor markings, to ensure 2 metre distance is maintained between people when queuing
  - Reminding workers not to attend if they have symptoms of
  - Coronavirus (COVID-'19) and to follow guidelines
  - Require all workers to wash their hands for 2G 40 seconds using soap and water when entering and leaving the site
  - Regularly clean common contact surfaces in reception, office, access control and delivery areas e.g. scanners,
  - Telephone handsets and desks, particularly during peak flow times
  - Reduce the number of people in attendance at site inductions and consider holding them outdoors
  - Where loading and offloading arrangements on site will allow it, drivers should remain in their vehicles. Where drivers are required to exit their vehicle, they should wash or sanitize their hands before handling any materials
  - Consider arrangements for monitoring compliance on site by principal contractor.

**e) Washing hands**

- Allow regular breaks to wash hands. Breaks should be divided between employee groups.
- Provide additional hand washing facilities (e.9. pop ups) to the usual welfare facilities.

- Ensure adequate supplies of soap and fresh water are readily available and kept topped up at all times.
- Provide hand sanitizer (minimum 60% alcohol based) where hand washing facilities are unavailable.
- Regularly clean the hand washing facilities on site.
- Provide suitable and sufficient bins with to dispose hand paper towels.

**f) Toilet facilities**

- Restrict the number of people using toilet facilities at any one time.
- Use signage, such as floor markings, to ensure 2 metre distance is maintained between people when queuing
- Wash or sanitize hands before and after using the facilities
- Enhance the cleaning regimes for toilet facilities, particularly door handles, locks and the toilet flush
- Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently
- Provide suitable and sufficient rubbish bins with lids for hand paper towels with regular removal and disposal.

**g) Eating areas:**

- Where possible, workers should be encouraged to bring their own food. They should also be required to stay on site once they have entered it and avoid using local shops.
- Consider increasing the number or size of facilities available on site if possible.
- The capacity of each eating area should be clearly identified at the entry to each facility, and where necessary attendants provided to supervise compliance with social distancing measures.
- Break times should be staggered to reduce congestion and contact at all times.
- Employees should not all be taking at the same time. The principal contractor should specify different intervals for breaks and ensure limited number of employees are specified as well.
- Drinking water should be provided with enhanced cleaning measures of the tap mechanism introduced
- Frequently clean surfaces that are touched regularly, using standard cleaning products e.g. kettles, refrigerators, microwaves
- Hand cleaning facilities or hand sanitizer should be available at the entrance to any room where people eat.
- A distance of metres should be maintained between users, wherever possible
- All rubbish should be put straight in the bin and not left for someone else to clear up.
- Tables should be cleaned between each use

**h) Changing Facilities:**

- Consider increasing the number or size of facilities available on site if possible.
- Based on the size of each facility, determine how many people can use it at any one time to maintain a distance.
- Restrict the number of people using these facilities at any one time.
- Introduce staggered start and finish times to reduce congestion and contact at all times.
- Introduce enhanced cleaning of all facilities throughout the day and at the end of each day.
- Provide suitable and sufficient rubbish bins in these areas with regular removal and disposal.

**i) Cleaning:**

- Enhanced cleaning procedures should be in place across the site, particularly in communal areas and the contractors should ensure a dedicated employee is assigned to perform the activity on site and be issued with the correct PPE
  - Taps and washing facilities
  - Toilet flush and seats
  - Door handles and push plates
  - Handrails on staircases and corridors
  - Lift and hoist controls
  - Machinery and equipment controls
  - All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices.
  - Telephone equipment
  - Keyboards, photocopiers and other office equipment

- Rubbish collection and storage points should be increased and emptied regularly throughout and at the end

**j) Emergency response:**

- The primary responsibility is to preserve life and first aid should be administered if required and until the emergency services attend.
- When planning site activities, the provision of adequate first aid resources must be agreed.
- Provision for fast track emergency service providers must be agreed.
- Emergency plans including contact details should be kept up to date.
- Consideration must also be given to potential delays in emergency services response, due to the current pressure on resources.
- Consider preventing or rescheduling high-risk work or providing additional competent first aid or trauma resources.

**k) COVID-19 Waste Management**

- All waste generated in respect to COVID-19, shall be managed as isolation health care risk waste.
- It is preferable to use box sets/waste bin for all COVID-19 response waste generated.
- When the box set is  $\frac{3}{4}$  full it should be closed with a biohazardous waste tape and placed in designated storage area.
- The waste handler is required to be dressed in proper PPE before moving waste to the storage area.
- The Waste handler must ensure that the person designated to oversee waste collection informs the service provider of the COVID-19 waste that should be removed from the facility.
- The designated person must ensure that a separate collection of COVID-19 waste is done by the service provider, the designated vehicle complies with waste legislations and proper PPE is worn by the service provider.
- The designated person must ensure that all waste containers containing COVID-19 waste are properly sealed and no spillages occur during external removal

**l) Risk Assessment, Addressing Stress, Psychological Risk, Violence and Harassment**

- Principal Contractor is required to develop COVID-19 Specific Risk Assessment
- The Principal Contractor is encouraged to consider other COVID-19 risk factors:
  - Remember, employees are your company's assets.
  - During this pandemic your employees could be subjected to increased stress levels with serious effects of mental health (mandatory isolation at home is imposed).
  - Further to this, employees can be affected by the psychosocial hazard arising from present and future uncertainty of the work situation or from changes in work processes and arrangements.
- There are a number of risk factors endured by many workers that can induce stress, these include:
  - fear for one's own well-being or that of family member / co-workers who might contract the disease
  - lack of safety equipment for personal protection;
  - lack of social support or social networks;
  - tension between established safety protocols
  - difficulty in maintaining self-care activities such as exercises, good eating habits and getting enough rests
  - Employees may be labelled, stereotyped, discriminated against (social stigma) and/or experience loss of status perceived link with a disease.
- Occupational health and safety measures must be implemented to prevent and reduce psychosocial risks, including violence and harassment, and promote mental health and well-being (in addition to preventing the risk of long-term repercussions on workers wellbeing)
- A plan in the addressing the aforesaid must be developed and implemented to prevent work-related Stress amongst workers: The plan must be constant updated with reliable information: It is not limited to the below:
  - Good communication and up to date information
  - Avenue for workers to express concerns and ask questions about health risks to themselves and colleagues
  - Multidisciplinary sessions to identify concerns, wellbeing of staff and to work together on strategies to resolve problems

- Regular rest periods during workday)
- Opportunities to promote physical health (exercises, maintain healthy eating habits)
- Psychological support for workers share fears and worries confidentially
- Role modelling where managers are role models for staff
- Campaigns to reduce stigma

#### **m) Screening Questionnaire**

- The principal contractor should ensure a suitable screening questionnaire be developed for used on site.
- Screening should be conducted prior to entering site and well as when leaving site.
- The checklist should include the following but is not limited to:
  - Name of employee
  - Contact number of employees
  - Names of employers
  - Date of screening
  - Body temperature recorded
  - Respiratory symptoms (Yes or No)
  - Pre-entry screening
  - Access granted (Yes or No)
  - Exit site screening
  - Have you recently travelled to a restricted country?
  - Have you recently travelled outside the province/ have you travelled to areas regarded as COVID-19 epicentre?
  - Have you attended a funeral or any mass gathering?
  - Have you come into close contact or confirmed COVID-19 cases?
  - Person screening
  - Do you have Flu Symptoms?
    - Screening records of all employees must be kept on site.
    - Should the site experience any positive cases, the principal contractor should inform the Consulting Engineers and the COM within 24hrs via email.

#### **n) Medical Surveillances**

Principal contractor to ensure that all medical surveillance renewal, new entry medicals, exit medical should include COVID-19 Symptoms Screening by OHS Doctor / OHS Nurse Practitioner, employee suspected to have symptoms or at the risk of COVID-19 shall be sent for COVID-19 testing and be asked to self-isolate at home until his/her test are confirmed. Should an employee test positive for COVID-19, and if there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020

#### **o) Social Distancing Measures**

- Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half metres between workers while they are working.
- Reducing the number of workers present in the workplace at any time
- Appointed Site Manager & the OHS Officer must ensure that construction activities are arranged at least one and a half metres apart.
- All shared construction site offices must be arranged; physical barriers can be placed between work stations or Maintain 1 m distance.

#### **p) Reporting of COVID-19 Cases**

- Appointed Principal Contractor is required to immediately inform the COM should one of its employee experience any of the COVID-19 symptoms while at work-
- Principal Contractor is also required to immediately contact the COVID-19 hotline: 0800 02 9999 for instruction and direct the employee to act in accordance with those instructions.
- If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work if the worker has undergone a medical

evaluation confirming that the worker has been tested negative for COVID-19.

**q) COVID-19 Requirements to be Met by COM Service Providers**

- Before commencement of any work under Level 4 lock down all COM service provider will be required to;
  - Principal Contractor will be required to appoint a designate a COVID-19 compliance officer who will be responsible to oversee the implementation of COVID-19 rules at the work place.
  - All COM appointed service provider this include professional team should adherence to the standards of hygiene and health protocols relating to COVID-19 at all COM Project.
  - All COM appointed Contractors develop a plan for the phased in return of their employees to the workplace, prior to reopening the workplace for business, which plan must correspond with Annexure E of Amended
  - Disaster Management Act and be submitted to COM for approval, be retained for inspection and contain the following information:
    - which employees are permitted to work;
    - what the plans for the phased -in return of their employees to the workplace are;
    - what health protocols are in place to protect employees from COVID-19; and
    - the details of the COVID-19 compliance officer:
- Contractors with large numbers of employees to ensure the phase in the return of their employees to work
- COM Contractors are required to develop measures to ensure that the workplace meets the standards of health protocols,
- Contractors in all the projects that are accessed by the public, should ensure adequate space for employees and social distancing measures for the public and service providers, as required.

**r) Waste Management for COVID-19 Waste**

- Contractor will be required to ensure that waste is managed and separated on site.
- Mask waste, Gloves and paper towels used to wipe hands and toilet paper used for sneezing or blowing nose to be disposed in a medical waste bin.
- Principal Contractor will be required to make arrangements for medical waste bins for its employees and all medical waste to be disposed accordingly.

**s) Employees Induction, Training, Communications**

- Employer will be required to give induction to his/her employees upon returning to site.
- Induction syllabus to include Employers plan on how they are going to manage COVID-19 on site.
- Employer should train employees daily before work on how COVID-19 is spread and the preventative measures one can take to prevent COVID-19 spread.

**t) Tender Closure**

- To ensure that the Health and Safety of COM employees and COM Bidders is adhered to during closing of tenders, all persons submitting tenders at COM Offices or on site will be subjected to COVID-19 screening.
- COM will refuse entry to any Bidder who shows symptoms of COVID-19.
- Binders are encouraged to make use of Courier services to deliver documents, however COM will not be liable for any documents submitted late by bidder courier of choice.
- There will be no public opening of tenders during COVID-19 Epidemic.
- All Tender results will be published on COM Website.

**Acknowledgement:**

I, \_\_\_\_\_ representing  
\_\_\_\_\_ (Principal Contractor)  
have satisfied myself with the contents of the Occupational Health and Safety Specifications (OHSS) in  
terms of COVID-19 and shall ensure that the personnel and other people visiting site comply with all relevant  
obligations in respect thereof.

\_\_\_\_\_  
Signature of Principal Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Comments:

**Annexure AA: Acknowledgement of COVID-19 OHS Specifications Addendum by Contractor**

**Annexure AB: Employees/ Visitors Screening Questionnaire for COVID-19**

Questions for Employee Screening for COVID-19			
Questions	Yes	No	Comment
1. Are you coughing?			
2. Are you sneezing?			
3. Do you have a fever?			
4. Is your throat sore?			
5. Do you have any body pains?			
6. Are you feeling tired?			
7. Are you having diarrhoea?			
8. Are you having any shortness of breath?			
9. Are you having any chest pain?			
10. Have you in the last 14 days been in close contact with someone who was suspected or confirmed to be suffering from COVID-19 coronavirus?			
11. Are you having a blocked or runny nose?			
12. Have you travelled from a different province/ town/ village?			
13. Is your temperature > 37.5°C?			
14. Have you attended a funeral recently?			

*Anyone that answers "Yes" to any of the questions should be referred to their medical doctor for further assessment and specifically screening for COVID-19.*

*Anyone who answered "Yes" to travelling please write all the names of town, province, village visited*

---

**Name and Surname**

---

**Date**

---

**Residential Address**

---

**Cellphone Number**

# AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

THIS AGREEMENT is made between.....

(hereinafter called the EMPLOYER of the one part, herein represented by:

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

in his capacity as:

.....

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

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

in his capacity as:

.....

duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT:.....

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

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

- 1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at..... for and on behalf of the **EMPLOYER** on this

the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

## CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

### Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
  - (a) From my own competent resources as detailed in 4(a) hereafter: ..... **\*Yes / No**
  - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... **\*Yes / No**
  - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ..... **\*Yes / No**

(\* = delete whatever is not applicable)

4. Details of resources I propose:

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9-29, (all or individual regulations) as applicable to this contract)*

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

- (i) By whom will training be provided? .....
- (ii) When will training be undertaken? .....
- (iii) List the positions to be filled by persons to be trained or hired: .....

.....

.....

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor: .....

Qualifications or details of competency of the subcontractor: .....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: .....

*(of person authorised to sign on behalf of the Tenderer)*

DATE: .....

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY  
ACT 1993, CONSTRUCTION REGULATIONS 2014**

*[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]*

**NOTIFICATION OF CONSTRUCTION WORK**

1. (a) Name and postal address of principal contractor.

-----

- (b) Name and tel. pf principal contractor's contact person:

-----

2. Principal contactor's compensation registration number:

-----

3. (a) Name and postal address of client :

-----

- (b) Name and tel. no of clients contact person or agent:

-----

- 4 (a) Name and postal address of designer (s) for the project:

-----

- (b) -----

5. Name and telephone number of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (1).

-----

6. Name /s of principal contractor's sub- ordinate supervisor 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:

-----

13. Name (s) of contractors already selected.

---

---

---

---

Principal Contractor

---

Date

---

Client's Agent (where  
applicable)

---

Date

---

Client

---

Date

**ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS  
FOR CONTRACTORS**

**EMPLOYER: CITY OF MBOMBELA**

**PRINCIPAL CONTRACTOR:** \_\_\_\_\_

<b>CONTRACT</b>	<b>FOR:</b>
_____	_____
_____	_____
_____	_____
_____	_____

**START DATE:** \_\_\_\_\_ **END DATE:** \_\_\_\_\_

## CONTENTS

1. Documents purpose and intent
2. Specification control sheet  
Declaration
3. Application and Interpretation  
3.1. Definitions
4. Notification of Construction Work
5. Application for a permit to do Construction work
6. Legal
7. General duties of Principal Contractor
8. Supervisor of Construction Work
9. Risk Assessment
10. Written Safe Work Procedure
11. Safety of Public
12. Fall Protection
13. Registers
14. Training
15. General Requirements
16. Hazardous Chemical Substances (including Asbestos and Lead)
17. Asbestos (additional requirements)
18. Lead (additional requirements)
19. Noise Induced Hearing Loss
20. Lighting
21. Hazardous Biological Agents

## 1. DOCUMENT PURPOSE AND INTENT

- The specifications contained in this document relate to the occupational health and safety requirements pertaining to the associated work of the aforementioned client so as to ensure the occupational health and safety of persons.
- Compliance to the Occupational Health and Safety Act 85 of 1993 and Regulations shall not be limited to the specification and definitions contained in this document.
- A comprehensive documented Health and Safety Plan is to be drawn up by the Principal Contractor, based on the result of Health and Safety Risk Assessment conducted by him/her and the specification provided and presented to the agent for the approval prior to commencement of work.
- Monitoring of compliance on site shall be to the requirements of the OHS Act and Regulations as well as the contents of the Health and Safety Plan of the Principal Contractor or Contractors.

## 2. SPECIFICATION CONTROL SHEET

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

### **Declaration**

This document has been prepared and received by the undersigned:

Prepared: MGM NGWENYA CONSULTING

Name: Mpumelelo Ngwenya

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

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

Capacity: OHS Officer

### **PRINCIPAL CONTRACTOR RECEIPT**

Received by: \_\_\_\_\_

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

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

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

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

## 3. APPLICATIONS AND INTERPRETATION

This document is to be read and understood in conjunction with the following, inter alia:

- Occupational Health and Safety Act 85 of 1993.
- All regulations published in terms of the Occupational Health and Safety Act.
- Construction Regulation as amended on the 07 February 2014.
- SABS/SANS codes referred to by the Occupational Health and Safety Act.
- Contract Documents.

- Basic Conditions of Employment Act.
- Unemployment Insurance Act.
- Compensation for Occupational Injuries and Diseases Act 103 of 1993.

## ABBREVIATIONS

- OHS: Occupational Health and Safety.
- CEO: Chief Executive Officer.
- CR: Construction Regulations.
- HCS: Hazardous Chemical Substances.
- MSDS: Material Safety Data Sheet.
- AIA: Approved Inspection Authority.
- HBA: Hazardous Biological Agent.
- OEL: Occupational Exposure Limit.

## Definitions

The following definitions from the Occupation Health and Safety Act are listed as following:

### **Chief Executive Officer**

In relation to a body corporate or an enterprise conducted by the State, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise.

### **Danger**

Means anything that may cause injury or damage to persons or property.

### **Employee**

Means, subject to the provisions of Subsection (2), any person who is employed by or works for any employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

### **Employer**

Means, subject to the provisions of Subsection (2), any person who employs or provides work for any person or remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in Section 9(1) of the Labour Relations Act, 1953 (Act No. 28 of 1956).

### **Hazard**

Means a source of or exposure to danger.

### **Healthy**

Means free from illness or injury attributable to occupational causes.

### **Machinery**

Means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.

### **Medical Surveillance**

Means a planned programme of periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.

**Plant**

Includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.

**Properly Used**

Means used with reasonable care, and with due regard to any information, instruction or advice supplied by the designer, manufacturer, importer, seller or supplier.

**User**

In relation to plant or machinery, means the person who uses plant or machinery for his own benefit or who has the right of control over the use of plant or machinery, but does not include a lessor of, or any person employed in connection with, the plant or machinery.

**Reasonably Practicable**

Means practicable having regards to:

- (a) the severity and scope of the hazard or risk concerned,
- (b) the state of knowledge reasonably available concerning that hazard or risk and of any means to remove or mitigate that hazard or risk.
- (c) The availability and suitability of means to remove or mitigate that hazard or risk; and
- (d) The cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from.

**Risk**

Means the probability that injury or damage will occur.

**Safe**

Means free from any hazard.

**Standard**

Means any provision occurring:

- (a) in a specification, compulsory specification, code of practice or standard method as defined in Section 1 of the Standards Act, 1993 (Act No. 29 of 1993);  
OR
- (b) in any specification, code or any other directive having standardization as its aim and issued by an institution or organization inside or outside the Republic which, whether generally or with respect to any particular article or matter and whether internationally or in any particular country or territory, seeks to promote standardization.

The following definitions from the Construction Regulations are listed as follows:

**Agent**

Means any person who acts as a representative for a client.

**Competent Person**

Means any person having the knowledge, training, experience and qualifications specific to the work or task being performed:

Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.

**Construction**

Means any work in connection with:

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling, or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; OR
- (d) The moving of earth, clearing of land, the making of an excavation, piling or any similar type of work.

**Contractor**

Means an employer, as defined in Section 1 of the Act, who performs construction work and includes principal contractors.

**Hazard Identification**

Means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.

**Health and Safety File**

Means a file, or other record in permanent form, containing the information required as contemplated in these regulations.

**Health and Safety Plan**

Means a documented plan, which addresses hazards, identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

**Health and Safety Specification**

Means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.

**Method Statement**

Means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.

**Principal Contractor**

Means an employer, as defined in Section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site.

**Risk Assessment**

Means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps to be taken to remove, reduce or control such hazard.

**4. NOTIFICATION OF CONSTRUCTION WORK**

- The principal Contractor shall notify by registered mail, the Limpopo Provincial Director of the Department of Labour, before commencing with construction work, of the intended work in the form of Annexure A of the Construction Regulations.
- A copy of the completed Annexure of the Construction Regulations, as well as proof of notification shall be included in the Health and Safety Plan. (Proof of fax or proof of hand delivery).
- A copy of the completed Annexure A is to be kept on site by the principal Contractor. (Health and Safety file).

**5. APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK**

- Contractor to apply for the work permit on project above R13 000 000-00 as per the amended OHS Act.

**6. LEGAL DOCUMENTATION/APPOINTMENTS**

The following documents must be provided in the Health and Safety File:

- Health and Safety Policy signed by CEO.
- Letter of good standing with the Compensation Commissioner, Federated Employers or similar insurer.
- Notification of work signed by Contractor, Client and Dept. of Labour
- Certificate of fitness for all employees issued by a competent Occupational health Practitioner.
- Health and Safety Organogram (or table), outlining the Health and Safety Team, as well as the appointment(s) they have under the Act and Regulations (reference to specific section/regulation applicable to appointment).
- The competency of each member of the Health and Safety Team must be provided and should include knowledge, training, experience & qualifications specific to the work or task being performed. (CV and copies of qualifications).

Signed copies of the following legal appointments must be provided in the Health and Safety File:

APPOINTMENT	OHS-ACT / REGULATION REFERENCE
Section 16.2 appointment	Section 16.2
Health and Safety Representative (if necessary)	Section 17
Health and Safety Committee members (if necessary)	Section 19
Incident Investigator	GAR 8(2)
First Aiders (Include training certificates)	GSR 3
Fire Fighters	ER 9 & CR 29(h)
Risk Assessor	HC (Incl. Asbestos & Lead); CR 9 and equipments

The following information must be provided in the Health and Safety File.

- Indicate the estimated number of employees to be working on site.
- Indicate the expected number of contractors to be appointed by the Principal Contractor.

The following Competent Persons, where applicable, shall be appointed in writing by the Principal Contractor, prior to any work being carried out, and shall adhere to the requirements of the specific sub-regulations.

The Competency of each of these appointed competent persons must be provided and should include knowledge, training, experience and qualifications specific to the appointment (CV and Copies of qualifications).

The table below indicates the applicability of the appointments but contractors should by no means be limited to these indications.

APPOINTMENT	OHS-ACT / REGULATION REFERENCE
Construction Supervisor	CR 8 (1)
Assistant Construction Supervisor	CR 8 (2)
Fall Protection Competent Person	CR 10 (1)
Excavation Work Competent Person	CR 13(1)
Construction Vehicle and Mobile Plant Competent Person	CR 23 (1)(j)
Electrical Installation Competent Person	CR 24 (d)
Fire equipment Competent Person	CR 29 (h)
Confined Spaces Competent Person	GSR (5)
Blasting Competent Person	
Safety Officer	CR 8(5)
General Machinery Competent Person	GMR (2)
Lifting Machines Operators	DMR 18(11)

- No work involving any of the listed appointments may be performed without the knowledge and approval of an appointed competent person.
- The competent person shall be responsible to determine the level of supervision required for each activity.
- The agent must be informed of any changes made to the above appointments.
- The agent reserves the right to require from any contractor at any stage to appoint a full or part time construction health and safety officer.

## 7. GENERAL DUTIES OF PRINCIPAL CONTRACTOR

- ♦ The principal contractor will be responsible for co-operation between all contractor to ensure compliance to the OHS –Act and Regulations on site.
- ♦ To ensure the above, the Principal Contractor must carry out the following and provide proof of such in his H&S plan:

- Provide health and safety specifications to Contractors.
- Appoint Contractors in writing.
- Proof that Contractors H&S Plan has been approved, implemented and maintained.
- Proof that Contractors are registered with the Compensation Commissioner or similar insurer.
- Proof that Contractors made provision for the cost of Health and Safety measures during the construction process.
- A comprehensive & updated list of all contractors on site, also indicating the type of work being done.
- Copies of Section 37(2) agreements with the relevant contractors.

## 8. SUPERVISION OF CONSTRUCTION WORK

- ▲ The agent must be informed if the Construction Work Supervisor is also appointed as a Construction Supervisor in writing.

## 9. RISK ASSESSMENT

- Risk assessments of all required activities shall form an integral part of the Health and Safety plan.
- All risk assessments shall be conducted in terms of an acceptable methodology covering at least the elements frequency, likelihood and consequence, prior to commencement of work, according to the provisions of CR 9 and should cover at least the following:
  - Movement of construction vehicles
  - All work near overhead power lines and underground cables
  - Locating underground cables/existing services
  - Hand excavation of trenches
  - Mechanical excavation of trenches
  - All work carried out inside trenches, including compacting, pipe laying, backfilling etc.
  - Temporary stockpiling and removal of excavated material
  - Transporting material
  - Cutting into existing sewage line
  - All work carried out from scaffolding
  - Exposure to raw sewerage (see paragraph 19)
  - All work carried out on live electrical installations
  - Welding in confined spaces
  - Working at heights
  - Cladding
  - Stripping of existing roof sheets or other material
  - Piling
  - Formwork/Support work
  - Demolition work
  - Working with hand tools
  - Working with portable electrical tools
  - All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, vibration and ergonomic hazards due to any of the above activities.
- The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that critical tasks and subsequent critical hazards are not missed.
- The risk assessment to be included in the H&S Plan must clearly indicate:
  - The methodology used to do the risk assessments.
  - Breakdown of processes and activities covered.
  - High risks anticipated.
- All risk assessments are to be conducted by a competent person as appointed under paragraph 5 of this document. The plan must include a declaration in this regard or the risk assessment must contain the signature(s) of this appointed persons.
- Risk assessments are to be handed to the agent prior to commencement of work.

- The agent reserves the right to stop any work if such work is not conducted in terms of the recommendations of the risk assessment.
- Risk assessments are to cover safety as well as health hazards.

## 10. SAFE WORK PROCEDURES

Safe Work Procedures are to form part of the H&S Plan and must be compiled for all the above-identified activities.

The safe work procedures must address the following elements:

- The work method to be followed to conduct work safely
  - Mitigation of identified risks
  - Reducing and controlling risks and hazards that have been identified
  - Responsibilities of competent persons
  - Required personal protective equipment
  - Correct equipment / tools/ machinery to be used
  - Reference to relevant registers to be completed
  - Reference to applicable risk assessment
- The following two tables provides information on all factors to be taken into account when the Risk Assessments and Safe Work Procedures are compiled:

Physical	Chemical	Biological	Mechanical	Psycho-social
Noise	Liquids	Insects	Guards	Stress
Vibration	Dusts	Fungi	Hand tools	Work pressure
Ionizing radiation	Fumes	Bacteria	Machinery	Monotony
Non-ionizing radiation	Fibers	Viruses		Unsociable hours
Health and cold	Mists			Ergonomical:
Electricity	Gases			• Posture
Pressure	Vapours			• Movement
				• Repetitive tasks

System	Stress	Disease
Musculoskeletal	Lifting/loads Repetitive strain Abnormal postures Whole body vibration	Muscular pain syndromes Tenosynovitis Bursitis Osteoarthritis
Sensory	Noise	Hearing loss
Skin	Cement (chromates), rubber Thinners, epoxies Tar, pitch Solar radiation	Allergic contact dermatitis Irritant contact dermatitis Acne, Skin cancer Keratosis, cancer
Respiratory	Silica Asbestos Spray paints, woods, epoxies Irritant dusts, welding fumes Organic Solvents	Silicosis, TB Asbestosis, Cancer Asthma Bronchitis Headaches, Dizziness, Cancer
Psychosomatic	Physical stress Psychosocial stress	Head aches Depression Fatigue Substance abuse
Nervous System	Lead Organic solvents	Peripheral and central neuropathy Headaches, Dizziness, Mood disorder, Dementia, Cancer

## 11. SAFETY OF PUBLIC

- Access to the construction site must be cordoned off as much as possible in all work areas.

- All excavations are to be fenced/barricaded to prevent access by public.
- Work must be planned in such a manner as to ensure that the minimum amount of trenches are left open after hours or during weekends.

## 12. FALL PROTECTION

- Contents of the fall protection plan must cover all the requirements as stated in sub-regulation CR10 (2)
- The fall protection plan is to be handed to the agent before work commences.
- The level of supervision is to be stated in the fall protection plan.
  - Medical certificates, work near edges, presence of dew, dangerous walking areas etc. should be addressed in the fall protection plan.

## 13. REGISTERS

- Examples of the registers listed below must be provided in the Health and Safety Plan.
- All registers must be available at the site offices at all times for inspection by the agent.
- The list of registers to be kept is by no means exhaustive and the H&S Plan should list all the registers that are applicable and at what frequency they are going to be maintained.

ACTIVITY	FREQUENCY
Form work / Support work	Daily, prior to any shift
Excavation Work	Daily, prior to any shift, after rain or blasting or after unexpected fall of ground
Material Hoist	Daily
Crane(s) Logbook	As per DMR 18
Construction Vehicles and Mobile Plant	Daily
Temporary Electrical Installation	Weekly
Stacking	Weekly
Fire Extinguishers	Bi- Monthly
Ablution Facilities	Weekly
Ladders	Weekly
Incident Register in terms of GAR 9	As Required
Fall Protection Equipment	Daily
Portable electrical tools	Weekly
Fire fighting equipment	Monthly

## 14. TRAINING

Each Health and Safety Plan shall indicate the following regarding training:

- Name and contents of the following training courses which have to be conducted:
  - Induction Training
  - Training regarding hazards identified and any corrective measures in place
  - Training regarding all applicable regulations
  - Specific training regarding applicable competencies
- Attendance registers must be kept as proof of training provided
- Method of informing visitors and other persons entering the site of hazards prevalent on site.
- Method of providing personal protective equipment to visitors and non-employees.
- An example of ID training card for each employee (if used).
- Methodology to be used in the issuing and communication of written instructions/safe work procedures.

## 15. GENERAL REQUIREMENTS

### (a) Personal Protective Equipment

The procedures for issuing and control over PPE shall be indicated in the Health and Safety Plan, as well as

the enforcement for the wearing thereof.

**(b) Hired Plant**

The responsibility for the safe condition and use of all hired plant shall be that of the contractor e.g. fire extinguisher service, motor disc validity and etc.

**(c) Transport of Employees**

Transport of employees shall be carried out in terms of the National Road Ordinances.

The Health and Safety Plan shall detail the arrangements and methods of the transportation of workers.

**(d) Signs**

The Principal Contractor shall indicate in his Health and Safety Plan the arrangements regarding the posting of danger signs.

**(e) Medical Certificates of fitness**

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.

▪ **CR 7(8)**

**(f) Site Visitors Register**

- A site visitor's register is to be kept on site and steps are to be taken to ensure that all visitors sign the visitors' register before entering the site.
- A sign should also be provided directing all visitors to report to the site officer.

**16. HAZARDOUS CHEMICAL SUBSTANCES (including Asbestos and Lead)**

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the H&S Plan that:

- ▲ Material Safety Data Sheets (MSDS's) of the relevant materials/hazardous chemical substances are available prior to use by the contractor. Mention should be made how the principal contractor is going to act according to special/unique requirements made in the relevant MSDS's. All MSDS's shall be available for inspection by the client at all times.
- ▲ Risk assessments are done at least once every two years.
- ▲ Exposure monitoring is done according to Occupational Exposure Sampling Strategy Manual (OESSM) and by an AIA and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- ▲ How records are going to be kept safe for the stipulated period of 30 years.
- ▲ How the relevant HCS's are being/going to be controlled by referring to:
  - Limiting the amount of HCS
  - Limiting the number of employees
  - Limiting the period of exposure
  - Substituting the HCS
  - Using engineering controls
  - Using appropriate written work procedures
- ▲ The correct PPE is being used.
- ▲ HCS are stored and transported according to SABS 072 and 0228.
- ▲ Training with regards to these regulations was given.
- ▲ The H&S plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

**17. ASBESTOS**

Should asbestos be identified as a hazard whilst work is carried out, the following must be included in the health and safety plan:

- Notification to the Provincial Director in writing, prior to commencement of asbestos work.
- Proof of a structured medical surveillance programme, drawn up by an occupational medicine practitioner.
- Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the asbestos at the workplace.
- Only proof that medical surveillance has been conducted and not the actual records itself since these areas of confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.
- Proof that asbestos demolition (if applicable) is going to be done by a registered asbestos contractor and provide proof that a plan of work for such demolition is submitted to an Approved Asbestos Inspection Authority 30 days prior to commencement of the demolition.
- Provide proof that the plan of work was approved by the asbestos AIA and submitted to the provincial director 14 days prior to commencement of demolition work together with the approved standardized procedures for demolition work.

## **18. LEAD**

Besides the requirements listed under par. 15 should lead be identified as a hazard at the workplace, the following must be included in the health and safety plan or as soon as its available:

- Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the lead at the workplace.
- Only proof that medical surveillance has been conducted and not the actual records since these are of a confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.

## **19. NOISE INDUCED HEARING LOSS**

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included/ referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
  - Engineering methods considered
  - Admin control (number of employees exposed) considered
  - Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.

## **20. LIGHTING**

Where poor or lack of illumination is identified as a hazard the lighting regulations must be complied with and the following must be included in the H&S Plan:

- How lighting will be ensured/ provided where daylight is not sufficient and / or after hours are worked.
- Planned maintenance programme for replacing luminaires.
- Proof of illumination levels of artificial illumination equipment.

## **21. HAZARDOUS BIOLOGICAL AGENTS (HBA)**

Because of the possible exposure of workers to raw sewage the H&S Plan shall include details of the following:

- The conducting of Risk Assessment specifically aimed at exposure to HBA which shall include the following:
  - Nature and dose of HBA
  - Where HBA may be present and in what physical form
  - The nature of work or process
  - Steps in the event of failure of control measures
  - The effect of the HBA
  - The period of exposure
  - Control measures to be implemented
- Monitoring of exposure of workers shall be conducted to establish whether any worker is infected with an HBA associated with working or being exposed to raw sewage, in terms of the following:
  - By an occupational medical practitioner
  - Before entering the site to establish the workers baseline
  - During the period of the contract the risk assessment indicate possible exposure
  - After completion of the contract
- Medical surveillance should such be required after the above-mentioned by an occupational health practitioner.
- Indication on how all records of assessment, monitoring; etc will be kept, taking into account that records have to be kept for a period of 40 years.
- How exposure to HBA is to be controlled.
- The provision of personal protective equipment.
- What information and training is to be provided to employees regarding the following:
  - The contents of these regulations.
  - Potential risks to health.
  - Control measures to be implemented.
  - The correct use and maintenance of personal protective equipment.
  - The results of the risk assessment.

Approval by the Municipal Manager

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

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



**CONTRACT No: 276/2021**

**PROJECT DETAILS: CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

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**SUB-CONTRACTOR AGREEMENT FOR SERVICES**

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DATED THE ..... DAY OF ..... 20.....

**BETWEEN**

..... ("The Contractor")

**AND**

..... ("The Sub-Contractor")

**AND**

..... ("The Guarantor") *(Same as contractor)*

## SUB-CONTRACTOR AGREEMENT FOR SERVICES

DATED: THIS..... DAY OF .....2020

BETWEEN: ..... (the "Contractor");

AND ..... of ..... (the "Sub-Contractor")

AND

..... (the "Guarantor") (*Same as contractor*)

### 1. THE APPOINTMENT

- 1.1. The Contractor by this agreement (the "Agreement") engages the Sub-Contractor to perform the services (the "Services") described in Item One of the Schedule and the Sub-Contractor has agreed to perform the Services for the Contractor for the price (the "Sub-Contractor's Fees") set out in Item Two of the Schedule on the terms set out in this Agreement.
- 1.2. The Sub-Contractor represents and warrants to the Contractor that the Sub-Contractor has all the necessary skills, knowledge, experience and expertise to perform the Services and will perform the Services to a good and proper standard.
- 1.3. The Sub-Contractor holds all necessary licences and permits required in order to allow the Sub-Contractor to perform the Services. The sub-contractor is registered with the Construction Industry Development Board (CIDB) and holds a valid tax clearance certificate.
- 1.4. Where any manuals are required in order for the Contractor to enjoy or use the Services, the Sub-Contractor must provide these to the Contractor in such form as the Contractor may reasonably require and for no additional fee.

### 2. THE PRICE, PAYMENT AND VARIATIONS

- 2.1. The Contractor has agreed to pay the Sub-Contractor the Sub-Contractor's Fees at the times set out in Item Three of the Schedule. The Price includes any VAT and is the full amount which the Contractor will pay for the performance of the Services.
- 2.2. In respect of the Sub-Contractor's Fees, the Sub-Contractor must issue a tax invoice for the Services setting out the Services performed, the date they were performed and by whom. The tax invoice must also separately identify all expenses and any VAT payable.
- 2.3. The tax invoice must be issued by the Sub-Contractor at least 30 days prior to the due date for payment of the Sub-Contractor's Fees or any instalment thereof of the Sub-Contractor's Fees as so invoiced or the instalment (which is due) as set out in the tax invoice. Notwithstanding anything else the Contractor is not obliged to pay at the time set out in Item Three of the Schedule unless the Sub-Contractor has provided a tax invoice in proper form for the Sub-Contractor's Fees or any instalment thereof.
- 2.4. The method of payment of the Sub-Contractor's Fees is as set out in Item Four of the Schedule.

### **3. STANDARD OF SERVICES**

- 3.1. The Sub-Contractor must perform the Services in a proper and competent manner and according to all reasonable directions given by the Contractor. Where there are any applicable industry standards and codes, they must be to the extent to which they are not inconsistent with any of the terms of the Agreement be at all times complied with by the Sub-Contractor. All those standards and codes to the extent they are not inconsistent with the terms of the Agreement are to apply as if they were express terms of this Agreement.
- 3.2. The Sub-Contractor represents to the Contractor that the Sub-Contractor and all the Sub-Contractor's employees and permitted subcontractors are properly qualified, experienced, licensed (where applicable) and competent to properly perform and will perform the Services to the required standards and codes. Should attend the Generic Training as provided for in the present contract.

### **4. EQUIPMENT AND MATERIALS**

- 4.1. The Sub-Contractor must provide all tools as may be necessary to properly and efficiently perform the Services other than the materials described in Item Six of the Schedule. Unless otherwise agreed in writing all tools used must be new and of high quality fit for their purpose. All equipment must be safe for use, be properly maintained and capable of being used to carry out the Services.
- 4.2. The Contractor agrees with the Sub-Contractor that the Contractor must pay for all the materials described in Item Six of the Schedule.

### **5. TIME**

- 5.1. The Services must be completed by the date or dates set out in Item Five of the Schedule.
- 5.2. If the Sub-Contractor, being an individual, is unable to perform the Services due to illness or injury by any time stated in Item Five of the Schedule then unless the Contractor may suffer material loss or damage by such delay the Sub-Contractor will be entitled to a reasonable extension in order to complete the Services.
- 5.3. If an event occurs that is beyond the reasonable control of the Sub-Contractor which prevents the Sub-Contractor from performing the Services by the date set out in Item Five of the Schedule, the Sub-Contractor must immediately notify the Contractor in writing the details of the event and an estimate of the time for completion of the Services and in those circumstances unless the Contractor may suffer material or damage by such delay the Sub-Contractor will be entitled to a reasonable extension to complete the Services.
- 5.4. Where in either of the circumstances in 5.2 or 5.3 the Contractor is of the opinion that the delay may cause the Contractor loss or damage then the Contractor may by written notice to the Sub-Contractor terminate the Agreement in which event the Contractor has no obligation or liability to pay for any uncompleted

### **6. VARIATION TO THE SERVICES**

- 6.1. The Contractor may require a variation (the "Variation") to the Services. Any request must be in writing setting out full details of the Variation. The Sub-Contractor must provide a quotation for performing the Services as varied which additional sum will be added to the Price if accepted by the Contractor. If the Contractor does not accept the quotation, the Sub-Contractor is not obliged to carry out the Variation.

**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

**C4.2: TENDER DRAWINGS**

**APPENDIX B: DRAWINGS FOR TENDER PURPOSES**

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**CITY OF MBOMBELA**

**DEPARTMENT NAME: PUBLIC WORKS & TRANSPORT**

**CONTRACT NO: 276/2021**

**FOR**

**CONSTRUCTION OF JERUSALEM COMMUNITY HALL**

**C4.3: GEOTECHNICAL REPORT**

**APPENDIX C: GEOTECHNICAL REPORT FOR SOIL CONDITIONS**