UMZIMVUBU LOCAL MUNICIPALITY
PROVINCE OF THE EASTERN CAPE

UPHUHLISO KUMNTU WONKE

UMZIMVUBU
LOCAL MUNICIPALITY

INFRASTRUCTURE & PLANNING DEPARTMENT

SHAYAMOYA ELECTRIFICATION PHASE 2

CONTRACT No.: UMZ/2026-27/INFRA/INEP/001

Bidder

Name: . . . . . .

CRS Number: . . . . . .

Total of the prices inclusive of value added tax: R . . . . . .

BID CLOSES *AT THE OFFICES OF:* ***UMZIMVUBU LOCAL MUNICIPALITY*** *AT KWABHACA AT* ***12H00*** *ON WEDNESDAY THE: .****28 August 2026.***

Documents are to be delivered by hand in the tender box as no faxed copies will be acceptable; the box is situated at **'Reception'** of Umzimvubu Local Municipality, Dabula Street Sophia, Kwabhaca

NO LATE SUBMISSION WILL BE CONSIDERED

Issued by:

UMZIMVUBU LOCAL MUNICIPALITY
DABULA STREET, SOPHIA
KWABHACA
5090

MUNICIPAL MANAGER: G.P.T. Nota
Telephone: 039 – 255 8500

Technical Inquiries:

MBSA CONSULTING
8 Pine Park
East London
5247

Tel: +27 (0) 43 726 6513
Email: info@mbsaconsultants.com

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK

UMZIMVUBU LOCAL MUNICIPALITY

CONTRACT NO. UMZ/2026-27/INFRA/INEP/001
SHAYAMOYA ELECTRIFICATION PHASE 2
CONTENTS

Number	Heading	Page	Colours
The Tender			
Part T1: Tendering procedures			
T1.1	Tender Notice and Invitation to Tender	T5-T6	White
T1.2	Tender Data	T7-T14	White
Part T2: Returnable documents			
T2.1	List of Returnable Documents	T16	Blue
T2.2	Returnable Schedules	T17-T49	Blue
The Contract			
Part C1: Agreements and Contract Data			
C1.1	Form of Offer and Acceptance	C3-C6	Green
C1.2	Contract Data	C7-C11	Green
C1.3	Form of Guarantee	C12-C13	Green
C1.4	Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993	C14-C15	Green
Part C2: Pricing Data			
C2.1	Pricing Instructions	C16-C19	Yellow
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Part C3: Scope of Work			
C3.1	Standard Specifications	C23	Pink
C3.2	Project Specifications	C24	Pink
C3.2	PART A: General	C24-C33	Pink
C3.2	PART B: Amendments to The Standard Specifications	C34-C75	Pink
C3.3	Particular Specifications	C76-C92	Pink
Part C4: Site Information			
C4.1	Locality Plan	C94	White
C4.2	Example of Contract Signboard Details	C95	White
C4.3	Drawings	C96	White

DOCUMENT CHECKLIST

This document checklist is provided to assist the tenderer.

		ITEMS	CHECKED
1		Returnable Schedules in Section T2.2	☐
2		Correct Tender Offer carried forward to **Form of Offer and Acceptance** and the Form of Offer duly completed and signed……..……	☐
3		Schedule of Quantities:	
	i)	Completed in **BALL PEN BLACK INK** only……....……..……	☐
	ii)	Corrections crossed out and initialled …….…….…….....….....	☐
4		Contract specific data provided by the Contractor ……..…...…....…...…..	☐

T1: TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER T6
T1.2 TENDER DATA T8

T1.1 TENDER NOTICE AND INVITATION TO TENDER

67 Church Street, EmaXesibeni, 4735
Tel: +27 (0)39 254 6000
Fax: +27 (0) 39 255 0167
Web : www.umzimvubu.gov.za

UMZIMVUBU
LOCAL MUNICIPALITY

Dabula Street,Sophia,KwaBhaca
P/ Bag 9020, KwaBhaca, 5090
Tel: +27 (0)39 255 8500
Fax: +27 (0) 39 255 0167

ADVERT DATE 07 August 2026

Bidders are hereby invited to submit their tenders for the following projects:

Project Name	Contract Number	Site Inspection Date & Time (compulsory)	CIDB Grading	Ward	Closing Date
Shayamoya Electrification Phase 2	UMZ/2026-27/INFRA/INEP/001	19 August 2026 KwaBhaca Offices at 10:00 AM	3EP or Higher	27	28 August 2026 KwaBhaca Offices at 12:00 AM

MANDATORY DOCUMENTS TO BE SUBMITTED FAILURE TO DO SO WILL LEAD TO BIDS BEING DEEMED TO BE NON-RESPONSIVE.

Umzimvubu Local Municipality Supply Chain Management policy will apply. A confirmation from SARS with a verification pin, Copy of company Registration/Founding Statement/CIPC Document. 80/20 where 20 points will be allocated to **specific goal 4 points for companies with 50% and above owned by youth, 4 points for 50% and above Female ownership 4 points for 100% Black ownership, 4 points for people living with disability and 4 points for Umzimvubu Local Municipality based Suppliers**. Prices quoted must be firm and must be inclusive of VAT for vat vendors. Originally certified ID Copies of Managing Directors/ Owners. Compulsory Properly filled MBD forms 1, 4, 6.1, 8 and 9 and Billing Clearance certificate or Statement of Municipal Accounts or affidavit or lease agreement or residential confirmation accompanied by a declaration that a company and all active directors do not owe municipal services for more than 90 days. Bid documents will be available ON E-TENDER PORTAL FOR FREE TO BE DOWNLOADED. No couriered, faxed, e-mailed and late tenders will be accepted. Certification of documents must be within a period of 90 days. Bidders must be registered on CSD and provide confirmation of registration.

There will be a compulsory briefing session and site visits as per the table above(Briefing certificate to be issued). Umzimvubu Local Municipality reserves the right not to appoint and value for money will be the key determinant of appointment. All tenders must be deposited in the tender box situated at New Umzimvubu Local Municipality Offices at addresses as per the above table not later than 12h00 noon as per table above, where they will be opened in public. All tenders must be clearly marked “Name of the project indicated above. The municipality will not make any award to a person or persons working for the state.

PRE-QUALIFICATION
All bids will be subjected to a pre-qualification and will be required to achieve a minimum of 70% in order to be evaluated further.

Maximum Points to be scored	Criteria
40	Company experience.
40	Key personnel experience.
20	Methodology Statement

All technical enquiries may be directed to the Senior Manager Infrastructure @ 039 255 8506 and SCM inquiries to Mr. X. Blaweni @ 0392558555.

Other enquiries regarding this bid may be directed to the office of the Municipal Manager: Mr. GPT Nota.

GPT NOTA
MUNICIPAL MANAGER

T1.2 TENDER DATA

T1.2 TENDER DATA

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 94 of 2006 in the Government Gazette No. 29138 of 2006 dated 18 August 2006.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies 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 Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

Tender Data Applicable to this Tender

Clause Number	Data / Wording
F.1.2	The **Tender Documents** consist of the following: (a) This **Project Document**, which contains the following: **PART T1: TENDERING PROCEDURES** T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data **PART T2: RETURNABLE DOCUMENTS** T2.1 List of Returnable Documents T2.2 Returnable Schedules **PART C1: AGREEMENTS AND CONTRACT DATA** C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Transfer of rights **PART C2: PRICING DATA** C2.1 Pricing Instructions C2.2 Schedule of Quantities **PART C3: SCOPE OF WORKS** C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications **PART C4: SITE INFORMATION** C4.1 Locality Plan C4.2 Example of Contract Signboard Details C4.3 Drawings (b) **Drawings** (Attached under Page C 4.3)

Clause Number	Data / Wording
	(c) **`General Conditions of Contract for Construction Works – New Edition 2015'** issued by the South African Institution Conditions of Contract 2015'- GCC 2015). (d) **'The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003' (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately and Tenderers shall obtain their own copy. In addition Tenderers are advised, in their own interest, to obtain their own copies of the following Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour: (i) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 692 of 9 June 2004.
F.1.4	The Accounting Officer is : Name : Mr G.P.T. Nota Tel: (039) 255 8500 Fax: (039) 255 0167/1893 E-mail: Nota.Tobela@umzimvubu.gov.za
F.2.1	A Tenderer will not be eligible to submit a tender if: (a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) the Tenderer does not have the legal capacity to enter into the contract; (c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. Only Tenderers meeting the Construction Industry Development Board (CIDB) contractor grading designation of **3EP or Higher,** as defined in the Regulations (01 June 2004 as amended) in terms of the CIDB Act 38 of 2000, are eligible to submit tenders for this contract: In terms of the Umzimvubu Municipality Supply Chain Management Policy Guideline, all suppliers of goods and services to the Umzimvubu Municipality are required to register on the Database. (1) Application forms may be obtained by phoning **039 255 8500.**

Clause Number	Data / Wording
F.2.7	The arrangements and venue for the compulsory Clarification Meeting are: Venue: **Umzimvubu Municipal Office, Kwabhaca (Mount Frere) Municipal Offices** Date: **Wednesday 19 August 2026 at 10h00** Contact person: Mr. X Blaweni Tel: (039) 255 8500 Fax: (039) 255 0167 Email : blaweni.xolisa@umzimvubu.gov.za Contact Person : Mr L.J Moleko Tel : 039 255 8512 Fax : 039 255 0167 Email : Moleko.Lebohang@umzimvubu.gov.za
F.2.8	Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
F.2.10	All tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).
F.2.12	This is Not Applicable
F.2.13	**F.2.13.3** Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies. **F.2.13.5** The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: **Location of Tender Box:** In the offices, Umzimvubu Local Municipality **Physical Address:** Dabula Street Sophia, KwaBhaca, Eastern Cape, 5090 **Identification Details:** Shayamoya Electrification Phase 2 **Contract No. UMZ/2026-27/INFRA/INEP/001** **F.2.13.6** A two-envelope system will **not be followed**.
F.2.15	The closing time for submission of Tender Offers is: **12h00 Friday 28 August 2026** Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted.
F.2.16	The tender offer validity period is **90 days** from the closing time for submission of tenders.
F.2.19	Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.
F.2.22	This is not applicable.
F.2.23	The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.

<table>
<tr><th>Clause Number</th><th>Data / Wording</th></tr>
<tr><td>F.3.1</td><td>Change ‘five working days’ to ‘seven working days’. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.</td></tr>
<tr><td>F.3.2</td><td>Change ‘seven days’ to ‘five working days’. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.</td></tr>
<tr><td>F.3.4</td><td>The time and location for opening of the tender offers are:
Time: 12h00
Date: Friday 28 August 2026
Location / Venue: Umzimvubu Local Municipality Reception, Kwabhaca (Mount Frere).</td></tr>
<tr><td></td><td>A two-envelope system will <u>not be followed</u>.</td></tr>
<tr><td>F.3.11

F.3.11.1

F.3.11.2</td><td>Evaluation of tender offers

The procedure for evaluation of responsive Tender Offers will be Method 2: Financial offer and preferences.

The procedure for the evaluation of responsive tenders is Method 2 (Price and Preferences). The weighting of tender price and preferences of the tenderer will be done by way of a point system:
For contracts not exceeding a potential value of R50 000 000-00
• 80 points are assigned to price; and
• 20 points are assigned to specific goals status.

The total points for Price and specific goals points must add up to 100 points. The financial offer will be scored using Formula:

<u>Formula for scoring the Tender Price</u>

Pp = A x (1 – <u>Pt – Pmin</u>)
Pmin

Where
Pp = Preference points for price of tender under consideration;
A= Points allocated to price (maximum 90 or 80);
Pt = Rand value of tender under consideration; and
Pmin = Rand value of the lowest acceptable tender.

PRE-QUALIFICATION REQUIREMENTS
Bidders should take note of the below Pre-evaluation criteria.

Tender offers that score less than 70 (seventy) points out of 100 (hundred) points in respect of the following Pre evaluation eligibility criteria will be regarded as non- responsive and be excluded from further evaluation. Fraudulently obtained attachments will automatically lead to dismissal of the bidder.

<table>
<tr><th>DESCRIPTION</th><th>DELIVERABLES</th><th>SCORING CRITERIA</th><th>POINTS ALLOCATED</th></tr>
</table>
</td></tr>
</table>

Clause Number	Data / Wording

Company Experience:			**Max 40 points**
The Tenderer must list similar contracts matching the subject project's scope of work that have been satisfactorily.			
Tenderer has experience of five or more similar projects (Electrification Reticulation, and Household connections)	Submission of the appointment letters, reference letter and project completion certificates	1. Three or more similar projects completed. 2. Two similar projects completed. 3. One similar projects completed.	40 30 10

Key personnel experience			**Max 40 points**
The tenderer must have in its permanent employment key personnel as listed below, who meet the minimum requirements as stipulated.			
Experience & Expertise of project team, CV's of the key personnel.	Submission of CV's with Certified Certificates of key personnel must be attached to claim points	**<u>Site Agent:</u>** Qualifications (B-Tech, B Eng, BSC Electrical) 10+ years' experience in similar projects Qualifications (B-Tech, B Eng, BSC Electrical) 5+ years' experience in similar projects **<u>Site Foreman</u>**: 5+ Years Experience with N.Dip: Electrical Engineering	 30 15 10

Methodology Statement			**Max 20 points**
to meet the construction cash flow requirements estimated for this tender and submit a sound methodology to demonstrate a clear understanding of the scope of work.			
Tenderer must submit a sound methodology upon submission of tender	Methodology submitted to cover the following sub headings: - Organogram - Execution plan - Programme of works - Health and Safety Measures	Points will be allocated as follows: Organogram Execution plan Programme of works Cashflow projections Health and Safety Measures (Plan)	Max. Points per criterion 5 5 2.5 2.5 5
Maximum Total Points			**100**

F.3.13	**F.3.13.1** The legal requirements for acceptance of the tender offer are:

Clause Number	Data / Wording
	(a) **Tender Defaulters Register** - the Tenderer or any of its principals 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. (b) **Abuse of the SCM System** - the Tenderer has not abused the Employer's Supply Chain Management System and has not been given a written notice to the effect that he has failed to perform on any previous contract. (c) **Declaration** - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State. (d) **Fraud and Corruption** - the Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria: (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; (ii) having acted in a fraudulent or corrupt manner in obtaining this Contract; (iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is **one (1)**.

T2. RETURNABLE DOCUMENTS

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

1. This Project Document must be submitted as a whole and shall not be taken apart or altered in any way whatsoever. The following schedules and forms are contained in this document and are to be properly completed as required:

    a) Returnable Schedules in T2.2.

    b) C1.1 Form of Offer and Acceptance, A. Offer, on page C3.

    c) Contract Specific Data Provided by the Contractor in C1.2.2 Part B.

    d) Pricing Data in C2.2: Schedule of Quantities.

    e) Solar LED Flood Light Specification Document

    f) Luminaire Photometric Data

g) Specification Document of the High Mast Pole

h) Supplier Warranty Letter / Certificate for the solar LED flood lights

T2.2 RETURNABLE SCHEDULES

A	CERTIFICATE OF ATTENDANCE (Compulsory)	T18
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	T19
C	COMPULSORY ENTERPRISE QUESTIONNAIRE	T20
D	CERTIFICATE OF AUTHORITY	T22
E	PLANT AND EQUIPMENT	T27
F	EXPERIENCE OF TENDERER	T28
G	PROPOSED SUB CONTRACTORS	T29
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I	DEVIATIONS AND QUALIFICATIONS	T31
J	CONTRACTOR'S HEALTH AND SAFETY DECLARATION	T32
K	TAX VERIFICATION PIN	T34
L	PREFERENCING SCHEDULE (FOR CONTRACT PARTICIPATION GOALS)	T35

MBD 4	T36
MBD 6.1	T39
MBD 8	T45
MBD 9	T47

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

A. CERTIFICATE OF ATTENDANCE (Not Compulsory to be signed as this will be checked on-site inspection attendance register)

This is to certify that *(Tenderer)*
.....

of (*address)*
.....

.....……..... was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers **at the Umzimvubu Local Municipality offices.**

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

Particulars of person attending the meeting:

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

Capacity: .....

Attendance of the above person at the meeting is confirmed by the Employer's agent, namely:

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

Capacity: ..... Date and Time: .....……..…….....

Umzimvubu Local Municipality Stamp

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer and are attached hereto.

ADDENDUM No.	DATE	DESCRIPTION

Please attach all Addenda to this page

SIGNATURE: .....…….. DATE: ….....

(Of person authorised to sign on behalf of the Tenderer)

C. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Section 6: Record of service of the state

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

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ 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)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary

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

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

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ 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)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

*insert separate page if necessary

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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

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

Enterprise name .....

D. CERTIFICATE OF AUTHORITY

The tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE

The tenderer must complete the relevant certificate/s set out hereafter or must provide a certificate authorising the signatory on behalf of the enterprise(s).

(I) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am the sole owner of the

business trading as:……..……...

Specimen Signature of Sole Owner: .....

Date: .....

In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are Sole Proprietorships.

(II) CERTIFICATE FOR CLOSE CORPORATION

I / We, the undersigned, being the key members in the business trading as..... ..... hereby authorise Mr/Ms ....., acting in the capacity of ....., to sign all documents in connection with the tender for Contract No. .....…..... and any contract resulting from it on our behalf.

Signatures of Members:

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

Specimen Signature of Signatory: .....

Date: .....

In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are Close Corporations.

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as

…….

.....
...

hereby authorise Mr/Ms ….....
……

acting in the capacity of ..... , to sign all documents in connection with the

tender for Contract No. ..... and any contract resulting from it on

our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

Specimen Signature of Signatory: .....

Date: .....

In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are Partnerships.

(IV) CERTIFICATE FOR COMPANY

I ....., chairperson of the Board of Directors

of ....., hereby confirm that by resolution of the Board

(copy attached) taken on .....…….....
20.....,

Mr/Ms .....……..…….....…….....…….....

(V) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms .....
..,

authorized signatory of the company
…….……..…….....

acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer for, Contract No. ..... and any contract resulting from it on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.

Specimen Signature of Signatory: .....

Date: .....

E. PLANT AND EQUIPMENT

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

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

(a) **Details of major Plant and Equipment that is owned by me / us and is immediately available for this contract:**

DESCRIPTION ***(type, size, capacity, etc.)***	**QUANTITY**	**YEAR OF MANUFACTURE**

Attach additional pages if more space is required

(b) **Details of major Plant and Equipment that will be hired or acquired for this contract if my/ our tender is accepted:**

DESCRIPTION ***(type, size, capacity, etc.)***	**QUANTITY**	**HOW ACQUIRED**	
		HIRE/ BUY	**SOURCE**

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE: .....……..... DATE: .....

(of person authorised to sign on behalf of the Tenderer)

F. EXPERIENCE OF TENDERER

Note: 1. Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

2. Work of similar nature shall be deemed to mean "**Electrification of Shayamoya Phase 2**"

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

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Attach additional pages if more space is required

SIGNATURE: .....…….. DATE: .....

(of person authorised to sign on behalf of the Tenderer)

G. PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with the requirements of the contract for such appointments.

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of or all of the 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 Employer.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

Attach additional pages if more space is required

SIGNATURE: .....……... DATE: ….....

(of person authorised to sign on behalf of the Tenderer)

H. KEY PERSONNEL

The Tenderer must insert in the spaces provided below a list of the key personnel in the Joint Venture to be employed in the construction of the Works together with a resumé of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key personnel to the next page.

(The compiler to indicate the designations that will be required for the project)

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
Site Agent	Name: …….. …….. Qualification.: ……..			
Site Foreman	Name: …….. …….. Years' Experience: ……..			
Other Specify: …….. ……..	Name: …….. …….. Years' Experience: ……..			

Attach additional pages if more space is required

SIGNATURE: .....…….. DATE: ….....

(of person authorised to sign on behalf of the Tenderer)

I. DEVIATIONS AND QUALIFICATIONS

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Schedule of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

SECTION	PAGE	DEVIATION OR QUALIFICATION, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER

Attach additional pages if more space is required

SIGNATURE: .....……... DATE: ….....

(of person authorised to sign on behalf of the Tenderer)

J. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (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 2003.

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 2003.

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 6, and competent persons as defined in the OHSA 1993 Construction Regulations 2003, 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 5(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 2003 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 2003, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 30) 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 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: ..... DATE: .....….....

(of person authorised to sign on behalf of the Tenderer)

K. TAX VERIFICATION PIN

The tenderer is to attach an original Tax Verification Pin issued by the South African Revenue Services (SARS) to this page.

Failure to submit original and valid Tax Verification Pin may invalidate the tender.

L. PREFERENCING SCHEDULE (DIRECT PREFERENCES)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 & THE CONTRACT FORM – RENDERING OF SERVICES.

MBD 4..... T37
MBD 6.1..... T40
MBD 8..... T46
MBD 9..... T48

DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE) (MBD 4)

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name: ……

3.2 Identity Number: ……

3.3 Company Registration Number: ……

3.4 Tax Reference Number: ……

3.5 VAT Registration Number: ……

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

3.6.1 If so, furnish particulars.

……

……

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

3.7.1 If so, furnish particulars.

……

……

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

---

* MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

3.9.1 If yes, furnish particulars.……..……..

…….

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

3.10.1 If yes, furnish particulars. ……

……

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

3.11.1 If yes, furnish particulars

……

…….....

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

3.12.1 If yes, furnish particulars**.** …….

…….

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

3.13.1 If yes, furnish particulars**.** …….

…….

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars: ……..

…….

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

Full Name	Identity Number	State Employee Number

…… ……
Signature Date

…….. ……
Capacity Name of Bidder

MBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

ii) **80/20** **or 90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of Verification
100% Black Owned	4		Ck Document, Identity Document and CSD Report
50% and above owned by youth,	4		Ck Document, Identity Document and CSD Report
50% and above Female ownership	4		Ck Document, Identity Document and CSD Report
Disabled	4		Occupational Therapy assessment report or certified independent impairment ratter.
Umzimvubu Local Municipality based Suppliers	4		Proof of residence and CSD Report or Lease agreement and CSD Report or Rates Clearance and CSD Report
Total	**20**		

DECLARATION WITH REGARD TO COMPANY/FIRM

1.3 Name of company/firm……

1.4 Company registration number: …….

1.5 TYPE OF COMPANY/ FIRM

1.5.1 ☐ Partnership/Joint Venture / Consortium
1.5.2 ☐ Partnership/Joint Venture / Consortium
1.5.3 ☐ One-person business/sole propriety
1.5.4 ☐ Close corporation
1.5.5 ☐ Public Company
1.5.6 ☐ Personal Liability Company
1.5.7 ☐ (Pty) Limited
1.5.8 ☐ Non-Profit Company
1.5.9 ☐ State Owned Company

[TICK APPLICABLE BOX]

1.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i. The information furnished is true and correct;
ii. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
iii. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
iv. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
   (a) Disqualify the person from the tendering process
   (b) Recover costs losses or damages it has incurred or suffered as a result of that person's conduct
   (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation
   (d) Recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
   (e) Forward the matter for criminal prosecution, if deemed necessary

……..

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……..

DATE: ……

ADDRESS: ……

……

……

……

MBD 8

1 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

2 This Municipal Bidding Document must form part of all bids invited.

3 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

4 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

5 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	**Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?** **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? **is Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**

4.4	er 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 ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	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**

…….. **……..**
Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____
(Bid Number and Description)

in response to the invitation for the bid made by:

_____
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;
(b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of
the bid; or
(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

…… ……
Signature Date

…… ……
Position Name of Bidder

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory/mandatory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

A BID WILL BE REJECTED:

2.1. Tax clearance certificate or copy thereof or TCS Pin number (or in the case of a joint venture or consortium, of all the partners in the joint venture or consortium) has not been submitted with the bid document on closing date of the bid. (An expired tax clearance certificate submitted at the closure of the bid will NOT be accepted).

As per Supply Chain Management Circular No. 1/2013 – recommended bidders that did not submit a valid tax clearance certificate with their bid will be requested in writing to submit their tax clearance certificate within five working days for inclusion in the Bid Evaluation Committee item, if a bidder fails to submit before 12:00 on the 7th working day after the date of request, the relevant bid will be rejected.

In bids where Consortia and Joint Ventures are involved, each party must submit a separate Tax Clearance Certificate.

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filing through the website www.sars.gov.za.

2.2. If any of the evaluation criteria pages have been removed from the bid document, and have therefore, not been submitted.

2.3.1. In the event of a failure to complete and sign in full the schedule of quantities as required.

2.3.2. In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialing or signing next to the amended rates or information.

2.3.3. In the event of the use of correction fluid (e.g. tippex), any erasable ink, or any erasable writing instrument (e.g. pencil)

2.3.4. If the Bid has not been properly signed by a person having the authority to do so. (Refer to Declaration)

2.3.5. If the bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.

2.3.6. If the bid has been submitted either in the wrong bid box or after the relevant closing date and time.

2.3.7. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months

2.3.8. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.

2.3.9. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –

(a) who is in the service of the state, or;

(b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;

(c) Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?

If the bidder is not registered in the required CIDB contractor grading designation (category) or higher, if required in this bid documentation.

3. If the bidder or any of its directors is listed on the Register of Bid 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.
4. In the event of non-submission of financial statements if required (SEE BID DATA OR PRICING SCHEDULE). In this regard please note:

(10.1). If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.

(10.2). If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.

(10.3). If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (10.1) and (10.2) above for each of its financial years since commencing business.

(10.4). If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted. As per Supply Chain Management Circular No. 1/2013 – recommended bidders that did not submit Annual Financial Statements (if required) with their bid will be requested in writing to submit their Annual Financial Statements within five working days for inclusion in the Bid Evaluation Committee item, if a bidder fails to submit before 12:00 on the 5th working day after the date of request, the relevant bid will be rejected.

5. Please check special requirements in scope of work in document for additional attachments

6. If the following have not been fully completed and signed:
   FORM “A” - Declaration of Interest MBD 4
   FORM “B - Declaration for Procurement above R10 Million (if applicable)

FORM “C” - Declaration of Bidder’s Past SCM Practices (MBD 8)

FORM “D” - Certificate of Independent Bid Determination (MBD 9)

FORM “E” - Declaration Certificate for Local Production and Content MBD 6.2 (if applicable)

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

CONTRACT

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C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

Bid Description……

Bid number……

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

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

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

Amount 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 the Conditions of Contract identified in the Contract Data.

Signature: *(of person authorised to sign the tender)*: .....

Name: (*of signatory in capitals)*: .....

Capacity: (*of Signatory*): .....

Name of Tenderer: (*organisation*): .....

Address: …….....

.....

Telephone number/Cell: …… Email: .....

Witness:

Signature: .....

Name: *(in capitals):* .....

Date: .....

[Failure of a Tenderer to sign this form will invalidate the tender]

B. ACCEPTANCE

By signing this part of the 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 1 Agreements and Contract Data (which includes this Agreement)
Part 2 Pricing Data, including the Schedule of Quantities
Part 3 Scope of Work
Part 4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature: .....

Name: *(in capitals)*.....

Capacity: .....

Name of Employer *(organisation)* .....

Address: ....

.....

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

Date: .....

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

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

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

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

1. **Subject:** .....
Details: .....
.....

2. **Subject:** .....
Details: .....
.....

3. **Subject:** .....
Details: .....
.....

4. **Subject:** .....
Details: .....
.....

5. **Subject:** .....
Details: .....
.....

6. **Subject:** .....
Details: .....
.....

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

It is expressly agreed that no other matter whether 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: .....

Tenderer: *(Name and address of organisation)* .....

.....

Witness:

Signature: .....

Name: .....

Date: .....

FOR THE EMPLOYER

Signature: .....

Name: .....

Capacity: .....

Employer: *(Name and address of organisation)* .....

.....

Witness:

Signature: .....

Name: .....

Date: .. ..

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

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C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the “General Conditions of Contract for Construction Works - New Edition 2015",

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under “Special Conditions of Contract”.

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 2015, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2015

SCC 1.1.4. reads “ The Commencement date shall be the date of the Site Handover Meeting”.

iC1.2.2: CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 1.1.14:	**Name of Employer:** Umzimvubu Local Municipality
Clause 1.2.2:	**Address of Employer:**
	Physical: Dabula Street, Sophia Park Mount Frere 5090
	Postal: Private Bag X 9020 Mount Frere 5090
	E-Mail: Nota.Tobela@umzimvubu.gov.za
	Telephone No: (039) 255 8500 Fax No: (039) 255 0167
Clause 1.1.15:	**Name of Engineer:** MBSA Consulting
Clause 1.2.2:	**Address of Engineer:**
	Physical: 8 Pine Park Vincent East London, 5247
	Postal: 8 Pine Park Vincent East London, 5247
	E-Mail: info@mbsaconsultants.com **Fax No: (043) 726 1408**
Clause 1.6 & 38.1:	Special non-working days are Sundays, the construction industry year end break and the following statutory public holidays as declared by National Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.
Clause 1.6:	The construction industry year end break commences on the first working day after **15 December** and ends on the first working day after 1**5 January** of the next year.
Clause 7.1:	The time to deliver the Guarantee is within 14 days of the Commencement Date. The Liability of the Guarantee shall be for 10% of the Accepted Contract Price up to the Certificate of Completion, and thereafter the liability shall be reduced to 5% of the accepted contract price up to the issue of the Final Approval Certificate.
Clause 10.1:	The Contractor shall commence executing the Works within 14 days of the Commencement Date.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 12.2:	The Contractor shall deliver his programme of work within 7 days of the Commencement Date.
Clause 35.1	Insurance to be effected by the Contractor.
Clause 35.1.1.2.2:	The value of materials supplied by the Employer to be included in the insurance sum is Nil.
Clause 35.1.2:	Special Risks Insurance issued by SASRIA is required.
Clause 35.1.3:	The limit of indemnity for liability insurance is R2 000 000,00 (two million rands only) for any single liability claim. Liability insurance shall include spread of fire risk.
Clause 37.2.2.3:	The percentage allowance to cover overhead charges is 10%.
Clause 42.1:	The Works shall be completed as set out in the Scope of Works: • In **6 months** including special non-working days
Clause 43.1:	The penalty for failing to complete the whole of the Works is R1 500.00 (one thousand five hundred rands only) of the total Contract Price per day.
Clause 46.2:	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule : The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of "x" is 0.1 The values of the coefficients are: a = [0, 25] (labour) b = [0, 30] (contractor's equipment) c = [0, 25] (material) d = [0, 20] (fuel) The nearest town to the site is **Mount Frere** and the nearest city is **Durban** The labour index will be as published by STATSSA for the Eastern Cape
Clause 46.3:	Price adjustments for variations in the cost of special materials is allowed.
Clause 49.1.5:	The percentage limit on materials not yet built into the Permanent Works is 80%.
Clause 49.3:	The percentage retention on the amounts due to the Contractor is 5%.
Clause 49.6:	A Retention Money Guarantee is **Not Permitted**.
Clause 53.1:	The Defects Liability Period is **6 months** from the date of the Certificate of Completion.
Clause 58.2:	Dispute Resolution shall be by Mediation.

C1.2.2: CONTRACT DATA (Applicable to this contract)

PART B: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR
Clause 1.1.8:	**Name of the Contractor**: …… ……..
Clause 1.2.2:	**Address of the Contractor**: Physical: Postal: ....

C1.3: FORM OF GUARANTEE

PRO FORMA

iiFORM OF 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 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 Debtors 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 authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our 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 Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2. This guarantee shall be limited to the 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.

4. This guarantee shall remain in full force and effect until the issue of the Practical Completion Certificate in terms of the Contract, and thereafter the liability shall be reduced to 5% up to the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of

   _____

   _____ (in words)

   R_____ (in figures)

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.

7. We hereby choose our address for the serving of all notices for all purposes arising herefrom as

   _____

   _____

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20 _____

As witnesses:

1. _____ Signature _____
   Name in Block Letters

2. _____ Signature _____
   Name in Block Letters

Duly authorized to sign on behalf of (*Guarantor*) _____

Address_____

_____

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between The Umzimvubu Local Municipality.
(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 Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

CONTRACT No. UMZ/2026-27/INFRA/INEP/001 SHAYAMOYA ELECTRIFICATION PHASE 2

for the construction, completion and maintenance of the works;

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 OHSA 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 the EMPLOYER 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

the ……... day of ……..…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the SANS 10142 Standard Specifications for Electrical Projects as published.

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the SANS 10142 Standard Specifications (1998 edition) and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Schedule of Quantities refer to the corresponding item numbers in the SANS 10142 Standard Specifications (1998 edition). Item numbers prefixed by the letter B refer to items of payment described in Part B Amendments to the Standard Specifications.

For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it if the quantity estimated from the drawings are greater or less than 10% of the quantities of material or work stated in the Schedule of Quantities. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the SANS 10142 Standard Specifications sub clause 1201(a), the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and

no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with clause 45 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance with sub-clause 1201(b) of the SANS 10142 Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition).

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

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

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The provisions of sub-clause 1201(f) of the SANS 10142 Standard Specifications shall apply in rate only items. "Rate Only" items have been included where:

(a) an alternative item or material is contemplated;
(b) variations of specified components in the make-up of a pay item may be expected; and
(c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For “Rate Only” items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be discounted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. INTERIM PAYMENTS

Unless otherwise specified, monthly payments , referred to in Clause 52 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of clause 1220 of the Standard Specifications regarding the measurement of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

8. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities.

mm	= millimetre	m^3-km	= cubic metre-kilometre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km-pass	= kilometre-pass	kg	= kilogram	MN	= meganewton
m^2	= square metre	t	= tonne (1 000 kg)	t-km	= tonne-kilometre
m^2-pass	= square metre-pass	No.	= number	hr	= hour
ha	= hectare	%	= percent	dia	= diameter
m^3	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN-m	= meganewton-metre		

9. CONSISTENCY OF RATES

In order to ensure that payments certified by the Engineer are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of Quantities are required to be in balance.

A tender will be considered out of balance if:

(i) the combined, extended total tendered for the item:

13.01 The Contractor's general obligations

(a) Fixed obligations
(b) Value-related obligations
(c) Time-related obligations

exceeds a maximum of 12% of the Tender Offer (excluding contingencies, escalation and VAT).

(ii) the rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest estimates.

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

C2.2. SCHEDULE OF QUANTITIES

C3: SCOPE OF WORK

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C3.4 PARTICULAR SPECIFICATIONS C45-C93

C3.1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objective is to electrify 23 households at Shayamoya Phase 2 Village to supply, deliver, install, test, and commission electrical infrastructure to reticulate 23 Households.

1.2 Overview of the works

The scope of work proposed for this project, among other things, can be broken down as follows:

Construction of approximately 572.48m of medium voltage conductor and 1548.32m of low voltage conductor with 23 house connections

- Excavations and planting of 5m, 7m,9m, and 11m poles
- Installation of Transformers and data concentrators
- Installation of Fox Conductor
- Installation of pole-top boxes
- Installation of service cable/airdac
- Installation of smart meters and passive base units
- Collection of PCS files

For a more indicative description of the works to be carried out, your attention is drawn to the Bill of Quantities bound here, Drawings as issued together with this tender document.

1.3 Location of the works

Kwa Bhaca Area within Umzimvubu Local Municipality. It lies in Mount Frere town.

1.4 Temporary works

The Contractor shall at all times ensure that his operations do not endanger any member of the public. All operations shall be in terms as specified in the Occupational Health and Safety Act as well as per the Construction Regulations.

2 Drawings

The following drawings are provided by the Engineer.

TITLE

- LOCATION LAYOUT OF THE ELECTRIFICATION OF SHAYAMOYA PHASE 2
- STANDARD TECHNICAL DRAWING

3 Procurement

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preference schedule.

3.2 Scope of mandatory subcontract work

The Tenderer is also to refer to the mandatory requirements regarding use of local labour and labour intensive construction methods.

4 Applicable SANS Standards for Construction Works

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 (2002): Targeted Construction Procurement

SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works

SANS 1921-6 (2004): Construction and Management Requirements for Works Contracts Part 6: HIV / AIDS Awareness

SANS 044-3:1983, Welding – the fusion welding of steel. Part 3 – Tests for the approval of welding procedures and production welds.

SABS 10225:1991, The design and construction of lighting masts.

SANS 657-1:1989, Steel tubes for scaffolding and for structural and general engineering purposes.

SANS 1063:1998, Earth rods, couplers and clamps

SANS 1088:2004, Luminaire entries and spigots.

SANS 121:2000, Hot-dip galvanised coatings on fabricated iron and steel articles – specifications and test methods.

SANS 2394: General principles on reliability of structures

SANS 9001: Quality Management systems – requirements

SANS 9692-1: Welding and allied processes – Recommendations for joint preparation Part 1: Manual metal-arc welding, gas-shielded metalarc welding, gas welding, TIG welding and Beam welding of steel.

SANS 10313: Protection against lightning – Physical damage to structures and life hazard

SANS 10389-1: Exterior lighting Part 1: Artificial lighting of exterior areas for work and Safety

SANS 10389-3: Exterior lighting Part 3: Guide on the limitation of the effects of obtrusive light from outdoor lighting installations

SANS 475: Luminaires: Performance requirements

SANS 60598-2-5: Luminaires: Part 2-3. Particular requirements – Floodlights

5. Particular / Generic specifications

The following Project Specifications and Particular Specifications apply:

PS 1 GENERAL DESCRIPTION

The works comprise the Electification of 23 households from Shayamoya village.

PS 2 DESCRIPTION OF SITE AND ACCESS

The project will take place at Shayamoya village where the site camp will be allocated under Umzimvubu Local Municipality in Mt Frere area.

PS 3 DETAILS OF CONTRACT

The Contract includes the following construction work:

- Excavations and planting of 5m,7m, 9m and 11m poles
- Installation of Transformers
- Installation of Fox Conductor
- Installation of pole-top boxes
- Installation of airdac
- Installation of meters and passive base units
- Collection of PCS files

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

PS 4 CONSTRUCTION PROGRAMME

The time for completion on this Contract is as shown in the Contract Specific Data, and includes the allowance for inclement weather. All statutory holidays for the Electrical Engineering Industry falling within the authorised Contract period, will be allowed as extensions to this period, but the Contractor will not be paid additional Time-Related charges for these days.

The Contractor shall submit a preliminary programme with his Bid indicating the main activities to be carried out.

Any work carried out prior to approved sureties and proof of insurances being submitted will be at the Contractor's risk. The start and completion dates of the Contract will however not be adjusted due to late submission of approved sureties.

The Contractor shall submit to the Engineer within 14 days of receiving the Letter of Acceptance from the Employer, a detailed programme setting out clearly the sequence of work, and the resources which he intends to use, and a projected cashflow for the various sections of the work. The programme shall be submitted in the form of a bar chart. The quantity of work applicable to each bar item as well as the rate, at which the work will be completed, shall be shown on each bar.

If the programme is to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing modifications to the original programme necessary to ensure completion of the works or any part thereof within the time of completion as defined or any extended time granted. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit, or work according to the approved programme or revised programme, shall be sufficient reason for the Employer to take steps as provided for in Clause 58 of the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance, other than that the Engineer would be satisfied if the work is carried out according to such programme, and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

PS 5 SITE FACILITIES AVAILABLE

PS 5.1 Source of Water Supply

The Contractor shall make his own arrangements for the provision of water for domestic use, site works and that, which is required for compaction purposes.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point, nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and price tendered and paid for the various items of work included under the Contract.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water in the area and shall take adequate measures to prevent the wastage of water. The Employer accepts no responsibility for a shortage of water at the allocated supply point due to any cause whatsoever, nor for additional costs incurred by the Contractor as a result of such shortage.

PS 5.2 Source of Power Supply

The Contractor shall make his own arrangements regarding the supply of electricity. The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a power supply point, nor for the cost of electricity drawn. Payment for the aforementioned shall be deemed to be covered by the rates and price tendered and paid for in the various items of work included under the Contract.

PS 5.3 Location of Site Camp and Materials Storage Area

The Contractor shall establish his site camp and materials storage area at a mutually acceptable location as approved by the Engineer. The Contractor shall confine his camp and storage of materials to the areas designated or approved by the Engineer. The camp must be kept clean and tidy and, on completion of the construction works, the Contractor shall re-instate the areas to the Engineer's satisfaction.

PS 6 SITE FACILITIES REQUIRED

PS 6.1 Engineer's Site Facilities

An office for the Engineer is required. The type of office required for the Engineer is specified in relevant section of the project specifications. Site Meetings will be held in the Contractor's site office.

PS 6.2 Laboratory Facilities

Not required

PS 6.3 Sanitary Facilities for the Contractor's Staff

The Contractor shall supply chemical toilets for use by his employees and temporary workers and shall be entirely responsible for maintaining such toilets in a clean and sanitary condition to the satisfaction of the Engineer and the health authorities. The number of toilets shall be based on one toilet per fifteen personnel on site and the Contractor shall make his own arrangements and pay all charges for the removal of sewage. Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

PS 6.4 Telephone Facilities

The Engineer will use his own cellular and office telephones for this Contract. Accounts for use of the said telephones will be submitted to the Contractor for payment up to the maximum provisional sum allowed for in the Bill of Quantities.

PS 6.5 Accommodation for Employees

The Contractor shall make his own arrangements for the accommodation of his employees.

PS 6.6 Security of Contractor's Site Camp

Security of the Contractor's site camp will be the Contractor's own responsibility and no additional payment will be made if additional security measures need to be taken during the Contract.

C3.2 STANDARD SPECIFICATIONS

A) PROJECT/WORK SPECIFICATION

Notes to Tenderer

1. The Standard Specifications for Electrical Installations, as amended, shall apply to this contract.

2. Where reference is made to the General Conditions of Contract and Sub-Clauses thereof in the above mentioned Standard Specifications, they refer to the appropriate edition of the 'General Conditions of Contract for Electrification works.

   The General Conditions of Contract applicable to this contract are the "General Conditions of Contract" (2015) and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

3. The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), are synonymous.

4. The terms "Project Specifications" and "work Specifications", are synonymous.

B) MATTERS RELATING TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

1. In certain clauses the Standard Specifications allow 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 alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

2. 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 number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new 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 followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

3. The tenderer shall note that the standard SANS 10142 specification is based on the SANS 10142 General Conditions of Contract. References to specific SANS 10142 General Conditions of Contract clauses will need to be exchanged for the equivalent clause in the General Conditions of Contract for Construction Works" (2015) as amended and the Contract Data. The employer assumes no responsibility for the contractor's interpretation of which are the correct relevant clauses and the contractor shall be deemed to have indemnify the employer against incorrect interpretation from SANS 10142 general condition of contract to these general condition of contract (GCC 2015) applicable to this contract.

C3.3 PROJECT SPECIFICATIONS

1. DEFINITIONS AND TERMS

Add the following:
"The SANS 10142 Standard Specification for Electrification has been written for all contractors, Employers and Engineers. Similarly, the works and the site are not defined and the general nature of the entities and elements that collectively constitute construction under a contract are characterized by the use of lower case letters throughout.

These project specifications continue to use lowercase spellings in order to avoid the appearance of the capitalised and non-capitalised words to describe or prescribe the same elements of work required on this project. However, for the purposes of this contract, the following definitions shall apply:

Contractor
The Contractor and the contractor is the same person who will only be formally identified by the completed Agreement.

Employer
The Employer and employer is the same persona.

Engineer
The Engineer and engineer is the same persona.

Site
The site is bound by the limits of construction as shown in the drawings or the title of the project and extends to also include the following:

- All areas necessary for the accommodating traffic as prescribed in Section 1500 of the specification and the drawings.

Works
The works is described in Part A of this document."

B 1115 : GENERAL CONDITIONS OF CONTRACT

Replace Clause 1115 with the following:
"The General Conditions applicable to this Contract are The *General Conditions of Contract for Construction Works (Third edition 2015)* as approved by the Institution of Municipal Engineering in Southern Africa, the South African Association of Consulting Engineers and the South African Federation of Civil Engineering Contractors.

Accordingly, all reference in the Standard Specifications to any other General Conditions of Contract (GCC) has to be amended. The Standard Specifications have been scrutinized and clauses which refer to another GCC identified. These are tabulated below together with the relevant equivalent clause in the *General Conditions of Contract for Construction Works (Third edition 2015)*. The context of the reference to the GCC is also noted.

Whilst every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, The *General Conditions of Contract for Construction Works (third edition 2015)* shall apply and the Contractor shall be responsible for interpretation of the equivalent clause

2. SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1204: PROGRAMME OF WORK

(a) General requirements

Add the following as a continuation of the first paragraph:
"A Gantt chart programme shall be provided, showing the various activities in such detail as the Engineer may require.

A realistic preliminary programme for the completion of the works within the required time period shall be submitted with the tender.

In drawing up the programme the contractor shall make allowance for the following:

(i) All special non-working days defined in Contract Data.

(ii) The expected delays defined: Extension of time resulting from inclement weather.

(iii) The following restricted working conditions:

- Limitations in terms of weather conditions especially hot conditions that may make seal work impossible.
- The centre line and barrier lines shall be completed before any section is opened to traffic.

(b) Provisions By the Contractor

(i) A work breakdown structure that identifies all major activities
(ii) Scheduled start and end dates for each activity
(iii) Proposed production rates
(iv) Linkages between activities that clearly identify sequence, floats and dependencies
(v) The critical path activities
(vi) Intended working hours and resource allocations (plant and labour)
(vii) Key dates in respect of information required or due delivery

This initial programme shall realistically account for the forecast cash flow within the defined contract period, and as provided on Form F: Schedule of estimated monthly expenditure. If an

alternative contract period is offered, the contractor shall submit a separate programme with the alternative tender."

Add the following new subclause:

"(c) Programme revisions

The programme will be reviewed at the monthly site meetings at which the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original approved programme. Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that may have fallen behind. The engineer may demand from the contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of the demand."

B1205: WORKMANSHIP AND QUALITY CONTROL

Add the following after the title:
"The contractor shall implement a quality assurance system in accordance with ISO 9001 and appoint a quality manager who shall ensure that members of the contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the contractor.

The quality manager shall be resident on site full time. No construction activities shall take place on site before the engineer approves the quality plan".

Delete the second, third, fourth and fifth paragraphs and replace with the following:
"The contractor shall submit the quality assurance system he proposes using to the engineer, for his approval, within two weeks of the site handover. Once accepted by the engineer the contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted."

Should a combined laboratory be implemented the acceptance control requirements of the engineer will be incorporated into the quality assurance system of the contractor.

Add the following at the end of this clause:
"The engineer shall for the purpose of acceptance control and products and workmanship, assess test results and measurements in accordance with provisions of Section 8200 of the standard specifications (quality control scheme 1). Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing".

B1207: NOTICES, SIGNS AND ADVERTISEMENTS

Delete the third paragraph and replace with the following:
"All signboards erected in accordance with the drawings or as approved advertisements for the contractor's establishment, shall be removed at the same time as the disestablishment of the contractor's camp. Payment under sub-item 13.01 for the final instalment of 15% of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed. A typical signboard layout is shown in Volume 4, Book of Drawings.

B1209: PAYMENT

(b) Rates to be inclusive

Add the following to the first paragraph:
"VAT shall be excluded from the rates."

(c) The meanings of certain phrases in payment clauses

Procuring and furnishing... (material)

Add the following:
"Payment for procuring and furnishing material from commercial sources shall include all transport costs, irrespective of distance hauled".

Item		**Unit**
B12.01	Community Laison Officer	
	(a) Prov Sum for payment of community Laison Officer, identified by the project steering committee, for the duration of the contract……..…Prov Sum	
	(b) Contractor's handling costs, profit and all other charges in respect of subitem B12.01(a)……..……%	

Item		**Unit**
B12.03	Provision for Training	
	(a) Prov Sum for payment of accredited training……..…Prov Sum	
	(b) Contractor's handling costs, profit and all other charges in respect of subitem B12.03(a)……..……%	

Item		**Unit**
B12.04	Cost of Pegging	
	(a) Provisional Sum for the employment of a survey/engineering technician, recommended by the engineer, to assist the contractor in setting out and other activities for the duration of the contract……..….Prov Sum	
	(b) Contractor's handling costs, profit and all other charges in respect of Sub-item B12.04(a)……..……..%	

B1210: CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Add the following new paragraphs after item (h):

"Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of practical completion certificates for portions of the works. The use of any completed electrification or portions of the work, whether for unhindered use by the public or for accommodation of traffic while other portions are being constructed, shall not constitute use or occupation by the employer.

In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the employer, the works shall be considered for practical completion only if the following criteria also have been met:

(i) The estimated cost to complete the outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.

(ii) The written list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the contractor.

(iii) Any information in the contractor's possession, which is required by the engineer and has been requested in writing, has been supplied."

B1214: CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE PROJECT SCOPE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Add the following as last paragraph to sub-clause (d):

"All such statements or certificates shall be submitted to the Engineer before the final certificate."

Under subclause (e) replace the opening paragraph with:

"Should the contractor use land not provided by the employer for the purpose of his own establishment, engineer's offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following:"

and add the following subclause:

"(vi) That lease agreements are concluded with the owner or owners of such land for the full period that such areas are required. The leases shall provide for possible extensions to match the duration of the contract. The lease agreements shall also provide for the contract being terminated by contractor's default or liquidation and the resulting possibility for them to be taken over by a succeeding contractor.

(viii) That copies of lease agreements shall be submitted to the engineer prior to signature by the signing parties, and copies lodged with the engineer after signing. Notwithstanding the engineer's approval of the conditions of a lease the contractor shall be solely responsible for adhesion to the terms of the agreements."

Adherence to the principles of the environmental management plan and legal obligations".

B1215: EXTENSION OF TIME RESULTING FROM INCLEMENT WEATHER

Change the existing heading of clause 1215 to read as above and wherever the expression 'abnormal rainfall' or "rainy weather" is encountered replace it with 'inclement weather'.

*In the 1st line of the 1st paragraph change '*clause 45' *to read* 'subclause 42.2'

Make the following changes to Method (ii) (Critical-path method):
In line six of the second paragraph delete 'five-day working week' and replace with '23 day working month, and:

Add the following final paragraphs:
*"*Extension of time resulting from abnormal rainfall or other forms of inclement weather shall be calculated according to the requirements of Method (ii) (Critical-path method).

The number of days per month on which work is expected not to be possible as a result of normal rainfall for which the Contractor shall make provision, is given in Table 1. In his tendered rates, prices and programme the Contractor shall allow at least for the number of lost working days listed for each month. Only the number of days as a result of adverse weather conditions exceeding the number of days listed in Table 1 will qualify for consideration of extension of time.

TABLE 1

Month	**Expected number of working days to be lost as a result of normal rainfall**
January	3
February	3
March	3
April	3
May	2
June	2
July	2
August	2
September	2
October	3
November	3
December	3
TOTAL	31 days

The Engineer will certify a day lost due to inclement weather only if:

(i) no work on the critical path according to the latest approved programme for completion of the works could be carried out during that specific working day or,

(ii) if only 30% or less of the work force and plant planned for the specific day, could work.

The total extension for the contract will be the sum of the monthly extensions. Extension of time for parts of a month shall be calculated pro rata.

The Contractor shall submit to the Engineer claims for all time lost due to inclement weather within 1 working day of the claim day. A record of inclement weather shall be kept by the Contractor. The onus is on the Contractor to prove these claims.

If approved extensions of time extend the completion date beyond the start of the contractor's holiday in December, the holiday period shall not be considered as working days. Any remaining extension of time at this date shall be calculated from the first statutory working day in January the following year, provided that the contractor has shown in his programme that he intends to close during the traditional Christmas/New Year break."

B1216: INFORMATION FURNISHED BY THE EMPLOYER

Add the following after paragraph 3:

"Although the information provided here will assist the contractor in selecting the necessary machinery and construction water requirements, it is still the responsibility of the contractor to ensure that he

familiarise himself with the condition on site. No claims relating to the improper use of equipment or the compaction of sand will be entertained."

3. SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302: GENERAL REQUIREMENTS

(a) Camps, constructional plant and testing facilities

Add the following after the first paragraph:
"Before the establishment of the contractor's camp at an approved site, the area will first be fenced off and, if required by the engineer, 150 mm of topsoil and vegetation removed to temporary stockpiles as described in Section 1700."

(c) Legal and Contractual Requirements and responsibilities to the public

Add the following as a second paragraph
(i) "There has been recent legislation promulgated by Government that improves mutual obligations on the employer and contractor in the performance of their duties to society and to the built and natural environment.

B1303: PAYMENT

Item	**Unit**
The contractor's general obligations	

Add the following pay sub-item:
"(d) health and safety obligation…….month"

13/12.01 Community Liaison Officer(s)

(a) Remuneration of Community Liaison Officer(s)…….Month

(b) Contractor's handling costs, profit and all other charges in respect of subitems 13/12.01 (a) …….....%"

Delete the third paragraph commencing "Should the final value of the work……..…"

Replace "clause 49" *in the 4th, 8th and 10th paragraphs with* "sub clauses 50".

Delete the 11th paragraph commencing " The tendered rate per month for subitem 13.01(c) …… and replace with:

"The tendered rate per month for subitem 13.01 (c) represents full compensation for that part of the contractor's general obligations that are mainly a function of construction time. The tendered sum will be paid monthly, pro rata for parts of a month, from the Commencement Date (as defined in the Special Conditions of Contract) until the end of the period for completion of the works, plus any extension thereof as provided in the general conditions of contract.

Payment for time related costs arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation in terms of the General Conditions of Contract, will be calculated by taking account only of pay items for which the unit of measurement is "month". All pay items for which the unit of measurement is "month" are deemed to be based on 23 working days per month."

Insert the following paragraph:
"Should the combined total tendered for subitems (a), (b), and (c) exceed 15 % of the tender sum (excluding VAT), the tenderer shall state his reasons in writing for tendering in this manner. The tenderer's attention is drawn to Form I: Contractor's Establishment on Site, (bound in this Volume), to be completed by the tenderer. If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item B13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the bill of quantities, these items and the value of such additional compensation shall also be indicated in writing in a letter attached to Form I."

Add *the following as a final paragraph at the end of this section on payment*
" Payment of the rate per month for sub-item (d) shall include full compensation for all the contractor's obligations relevant to health and safety legislation.

The tendered rate shall apply in the same manner as pay sub-item B13.01(c) but shall not form part of the calculation of the restrictions imposed on Form to tender Contractor's Establishment on Site.

A contractor who tenders zero for this pay item shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not as an omission but as deliberate notice that costs have been included in the tendered rates for individual items of work or in the other preliminary and general pay items."

5. SECTION 1500: ACCOMMODATION OF TRAFFIC

B1502: GENERAL REQUIREMENTS

Add the following new sub-clauses:
"(j) Public traffic

The contractor shall plan and conduct his activities in such a way as to bring about the least possible disruption to the travelling public on the electrification on which he works.

(k) Non-compliance with the conditions for the accommodation of traffic

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the public traffic in accordance with these specifications or as required by statutory authorities or ordered by the engineer, the engineer shall have the right to stop any operation where the traffic accommodation measures are not to specification or as ordered, until he is satisfied that the conditions have been complied with."

B1503: TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following after the second paragraph:
"The Contractor must ensure that the traffic control facilities are clean at all times.

Traffic control facilities will only be paid for once under item 15.03.

The Contractor will obtain approval from the engineer at the outset of the contract regarding the number of traffic control devices required before he places any orders in this regard."

B1800: DAY WORK

Add the following section to Series 1000: General of the standard specifications:

SERIES 1000: GENERAL

SECTION B1800: DAY WORK

CONTENTS

B1801 SCOPE
B1802 GENERAL REQUIREMENTS
B1803 LABOUR
B1804 MATERIALS
B1805 PLANT
B1806 MEASUREMENT AND PAYMENT

B1801 SCOPE

This section covers the evaluation and method of measurement and payment for work, ordered by the Engineer in writing, carried out on a day work basis, all in accordance with subclause 6(5) of the General and/or Special Conditions of Contract.

B1802 GENERAL REQUIREMENTS

Work will be classified as day work only if the Engineer considers no other rate in the schedule of quantities appropriate for payment purposes.

Only work ordered in writing by the Engineer to be executed as day work shall be measured and paid for at the rates tendered in the schedule of quantities.

The Contractor shall keep and submit records of the work performed in accordance with the requirements of 6(5) of the General and/or Special Conditions of Contract.

B1803 LABOUR

The tendered rates for labour to be included as day work charges shall include the salaries and wages of gangers or charge hands working with their gangs but shall exclude the costs of the time of the foremen or supervisors which will be deemed to have been included in the sums tendered for the relevant items in Section 1300 of the schedule of quantities.

Gross remuneration, as specified in subclause 6(5) of the General and/or Special Conditions of Contract, will be deemed to include the following:

(a) Basic salary/wage

(b) Overhead charges such as fringe benefits not reflected in basic salary and wages which may include:

- normal annual bonus;
- employer's contribution to medical aid;
- group life assurance premiums;
- employer's contribution to pension/provident fund;
- all other costs as per letter of appointment;

and costs payable due to statutory requirements, which may include:

- Workmen's Compensation Fund contribution;
- Unemployment Insurance Fund contributions;
- District Council levies or the equivalent thereof;

The rates tendered for labour shall include for the actual cost of salaries and wages, all overhead charges, profit, liabilities, obligations, risks and incidentals for all workmen to execute work by day works.

B1804 MATERIALS

The nett cost price of materials (exclusive of VAT) actually delivered to the site to be included as day work charges shall include the costs of delivery to the usual points at which materials are received on the site.

Before ordering any material, the Contractor shall submit quotations to the Engineer for his approval, and shall submit such receipts or vouchers to the Engineer as may be necessary for proving the amount claimed.

The percentage tendered as an on-cost on the net cost price of materials shall include for all handling, overheads, profit, liabilities, obligations, risks, incidentals and other on-costs for the supply, delivery and distribution of material for day work to the individual site(s) where day work is in progress.

B1805 PLANT

The full inclusive hourly cost of operational plant which is available on site or which has been removed without written authorization of the Engineer, to be included as day work charges will be taken to be the tendered rate which, in the opinion of the Contractor, will be applicable in all respects to the situation and terms of the contract.

The hourly rate tendered or agreed shall constitute the day work rate for the plant and will be deemed to include all costs for plant operators, consumable stores, fuel, maintenance, depreciation, ground-engaging tools and all other incidentals necessary to operate the plant for the purposes for which it was designed.

Failure on the part of the Contractor to state in the schedule of quantities the plant on which his tender is based, shall be considered as a firm agreement on the part of the Contractor that he waives all rights to distinguish between the different types and capacities of plant falling within the description and/or category given, and the Engineer shall have the right to call upon the Contractor to supply any such plant to the site and perform the work as directed by him at the particular tendered rate.

Sixty percent (60%) of the hourly rate tendered or agreed will be paid in respect of plant which is being employed for day work, but standing idle on the specific instructions of the Engineer, as full compensation for idle costs of day work plant.

For plant not on site, the costs of establishing items of plant on the site for day work on specific instruction of the Engineer will be negotiated with the Contractor at the time that such day work is contemplated.

B1806 MEASUREMENT AND PAYMENT

Item	**Unit**
B18.01 Labour charges	
(a) (description of employee/designation/skill indicated)	hour (h)
(b) (etc, for other designations/skills)	hour (h)

The unit of measurement shall be the hour of time worked by the particular employee on the designated work on instruction by the Engineer.

The day work rates submitted for labour in the schedule of quantities shall be the cost of labour for each skill level and shall apply only to the number of workers approved in writing by the Engineer.

The rates shall be for normal working hours and shall be increased pro rata for overtime at the standard rate applicable if the work performed outside working hours is approved in writing by the Engineer.

The tendered rates shall include full compensation for all costs for salaries and wages, use and maintenance of tools and equipment, holidays with pay and financial charges of any description incurred by the Contractor and his subcontractors as well as for all insurance, accommodation, travelling, travelling time, supervision, overheads, profit, obligations, risks and any other emoluments and incidentals necessary for labour to execute work as day work.

Item		Unit
B18.02	**Material charges**	
(a)	Actual cost of material (excluding VAT)	Provisional Sum
(b)	Handling cost in respect of subitem B18.02 (a)	Percentage (%)

Expenditure under this item shall be made in accordance with clause 48(1) of the General Conditions of Contract. The provisional sum allowed shall include for the actual cost incurred for materials used in authorised day work. The actual costs for materials shall not be subject to contract price adjustment.

The tendered percentage is a percentage of the amount actually spent under subitem B18.02(a) and shall include full compensation for the handling costs of the Contractor, profit, overheads and incidentals in connection with materials used for day work on the instructions of the Engineer.

Payment for expenditure under this item will be made in full as and when the money is expended subject to written proof by the Contractor of payment of invoiced amounts.

Item		Unit
B18.03	**Plant charges**	
(a)	(description of plant indicated)	hour (h)
(b)	(etc for other plant)	hour (h)

The unit of measurement shall be the hour actually worked by each item of plant (vehicle, machine or equipment) on the designated work on instruction by the Engineer.

The Contractor and the Engineer will agree on the method of recording the working hours prior to the commencement of work. Any long period of idling at any one time which in the opinion of the Engineer or his representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured by payment.

The tendered rates include full compensation for furnishing and using the plant, including the cost of plant operators, consumable stores, fuel, ground-engaging tools, maintenance and for all other incidentals necessary to execute the authorised day work as specified.

Where there is ambiguity between the power developed at the flywheel and mass of machine, the power shall govern the measurement category.

Item		Unit
B18.04	**Other plant not specified above**	Provisional Sum

The provisional sum provided to cover the cost of other plant shall be expended in accordance with clause 48(1) of the General Conditions of Contact.

ELCTRIFICATION SCOPE OF WORK

1. DESIGN PARAMETERS

The following design parameters are set as the bench mark:

a) Medium Voltage (Final Design)

ADMD:	2.4kVA/stand.
Spare capacity on feeder:	2.8kVA/stand
Supply voltage:	22kV 2-phase
Supply regulation (bulk):	90%

The projected load for the final phase (at 2.4kVA per stand) is 0.7MVA. Annexure E provides details of MV load forecast. The transformer installed capacity is suitable for and can deliver an ADMD of 2.4kVA per stand.

b) Low Voltage (Final Design)

ADMD	2.4kVA/stand
Supply voltage	415/240 Volt
Lowest permissible voltage	218V
Service connection (max)	20Amp

2. MV DESIGN

The existing and proposed medium-voltage network is best described in terms of both geographic layout and electrical connection layout based on the loads described in the load forecast

Medium Voltage supply consists of three phase Fox conductors. The conductor shall be mounted on 11m wood poles and shall run street-front. The selected transformers shall all be 22kV/420V SABS 780 pole mounted transformers. Approximately 0,575km route length of 2ph Fox conductor will be required to supply the transformers. Rock drilling should be planned for.

Refer to specification on Protection philosophy: Rural Distribution Feeders
Reference number: SCSAGAAE8.

N.B: The transformer must not be loaded more than 105%.

All MV structures shall be constructed in accordance with Eskom Medium Voltage Distribution Standard and specifications.

3. LV DESIGN

The low voltage feeders shall be dual phase 3 core aerial bundle conductor with bare neutral and shall be 70mm² and 35mm².The LV network is to be constructed in mid-block layout on 9m wood poles. The feeders shall be fused at the transformer pole. All internal road crossings shall be done using 9m poles

Refer to Eskom Distribution Standard Part 3: Section 1, 4.10 and section 3.

All LV structures shall be constructed in accordance with Eskom Low Voltage Distribution Standard and specifications.

4. SERVICE CONNECTIONS

The majority of customers are expected to purchase a 20 Amp supply. Service connections are to be made with a 10mm² concentric cables from 4-way distribution pole top boxes. The service connection shall be a concentric cable in accordance with SCSSCAAC7. The concentric cable used on all new services shall be installed without joints from the pole-top distribution box into the standard passive unit base, which is mounted in the customer's premises.

Where the concentric cable enters the dwelling, suitable protection shall be applied around the cable to prevent damage to the insulation. The concentric cable shall form a "drip loop" before the attachment or entry point on the customer's wall as illustrated in drawings D-DT-0360 and D-DT-0361. The concentric cable entry point into the SPU shall be watertight.

The SPU consists of a standard dispenser socket (ED base) attached to a standard 110 mm x 110 mm socket outlet box as illustrated in D-DT-0347. The SPU shall be installed in every customer’s home regardless of the type of supply required. For customers with a 60A supply the standard 110mm X 110mm socket outlet box shall be removed from the SPU. The SPU shall comply with SCSSCAAJ1.

The SPU integrates the incoming service cable with the metering, protection and household distribution. It provides the separation of the earth and neutral for the customer's installation. The wiring between the standard dispenser terminals and the socket outlet box is part of the customer’s installation. The wiring shall be done with a separate earth and neutral wire.

The SPU shall be mounted at a position that is suitable for the customer and away from sources of heat and moisture. Refer to 7.9 in SABS 0142 for the positioning of distribution boards. On brick walls, a 6mm diameter "easy-drive" with screw (D-DT-3149) shall be used to mount the SPU. In all other cases, a threaded rod with washers shall be used. A non-metallic cable gland (D-DT-3070) shall be provided at the service cable entry point to the standard passive unit.

All services shall be in accordance with Eskom Distribution Services Standard and specifications.

5. MATERIAL & EQUIPMENT SPECIFICATIONS

5.1 GENERAL

The Developer shall erect the MV and LV overhead line reticulation systems in accordance with Eskom’s Electrification Standards (Wood Structures). The internal MV distribution systems shall comprise of Fox aluminium conductor steel reinforced configuration on 11m wooden poles and shall be built to 22kV specifications.

The LV distribution systems shall comprise an aerial bundled conductor (ABC) system, of the supporting

core type mounted overhead on either 7 or 9 meter wooden poles. LV distributor spurs shall extend within a radius of approximately 500m from transformer positions depending on individual voltage drop requirements. LV distributor spurs shall share pole structures with the MV system where these follow parallel routes provided that LV conductor clearance can be achieved.

Transformers shall be of the pole mounted type suitably rated to serve anticipated individual LV distributor loads and shall be of the SABS 780 type. All materials supplied by the Developer shall conform with Eskom's Buyer's Guide (Part 9 of DT Standard).

5.2 MV OVERHEAD LINE

The MV overhead feeder system shall comply with the requirements of Eskom's Distribution Technology, Electrification Standards and Guidelines as and where applicable for an urban concrete pole reticulation system.

a) Conductor

Type	:	Aluminium conductor steel reinforced.
Code Name	:	Mink/Fox-see Bill of Quantities/drawings
Mass	:	85kg/km / 149kg/km
Ultimate tensile strength	:	7 900 / 13 200 Newtons
Max working tension		@ -5^{o}C + wind 5 240 / 8760 Newtons.
Mounting	:	See structure codes on drawings.

The maximum working tension may be exceeded only during the construction stages when the conductors are to be "over-tensioned" to 1.05 x MWT for a period of not less than 8 hours nor longer than 24 hours after which the tension is to be reduced to a figure not to exceed the stated maximum working tension of the conductor concerned.

b) Poles

Pole type	-	Wood
Pole lengths	-	9m for LV distributor 9m for LV road crossing,11m for MV Line
Planting depth		1.5, 1.8 and 2m respectively
Pole marker	-	painted - black on yellow background.

c) Stays

Type	-	Fiber glass for MV and Porcelain of LV
Rods	-	M20 - 2000 long
Base plate	-	380 x 380 x 6 galvanized
Stay wire	-	7/4mm, 1100 MPA - galvanized
Planting depth	-	2m

Stays are indicated on the drawings by means of the structure codes.

d) Flying Stays

Flying stays shall be installed in the positions indicated on the drawings by the structure codes. Anchor poles shall be as specified for the line structures and of sufficient length to ensure the required ground clearance. Overhead stay wire shall be 7/4.00mm as specified for stays.

e) Struts

Struts shall be installed in the positions indicated on the drawings by the structure codes. Strut poles shall be as specified for the line structures. Line structure poles shall be fitted with suitable ground anchors at all strut positions. Struts shall be fitted with barbed wire anti climbing devices.

f) Insulators, Line Clamps and Other Line Components, Pole Dressing Hardware etc.

All in accordance with Eskom's Distribution Reticulation Technology, Electrification Standards and Guidelines with particular reference to the detailed material take off sheets provided for the various line structures.

g) Sags and Tensions

The Developer shall provide suitable dynamometer sighting rods or other approved apparatus necessary for proper checking of the work. Dynamometers shall be calibrated in kg or kN.

h) Surge Arrestors

Surge arrestors shall be of the metal oxide outdoor hermetically sealed, vertical base mounted type, rated at 22kV, 10kA impulse current.

i) Sectionalisers

Dropout fuses shall be provided for each transformer zone.

5.3 POLE MOUNTED TRANSFORMERS

Transformers shall generally comply with the following details:

Situation	:	Outdoors
Mounting	:	Suitable for single pole structure
Type	:	SABS 780
kVA rating	:	32
No load voltage ratio	:	22000/415/231 volt
Vector group	:	Dyn 11
Parallel operation	:	Not required
MV & LV connections	:	External bushings with suitable insulated connections.

The transformers shall connected on the MV side through the use of links/or fuses as indicated on the drawings.

1.4 LV ABC OVERHEAD LINES

LV ABC overhead lines shall comply with the requirements of Eskom's Distribution Reticulation Technology, Electrification Standards and Guidelines as and where applicable. The LV ABC system may share pole structures with the MV system wherever these follow parallel routes.

a) **LV Aerial Bundled Conductor**

System Detail - 415/231 volt, 3 phase, 4 wire, 50 Hz
Type ABC - Bare Neutral ABC in accordance with SABS 1418

The following ABC sizes are to be utilized (aluminium conductors).
Ultimate strength
(54.6 BN supporting core) - 16 600 N 1690 kgf
Max working tension
(54.6 BN supporting core) - 6640 N 676 kgf

The ABC shall be installed in strict accordance with the manufacturer's recommendations and so as to ensure that the statutory clearances as specified in the Eskom Distribution Standard are maintained at all times. The Contractor shall submit details of terminations to be used to the Engineer for his approval before installation of the bundle.

b) Poles

Pole type: Wood
Pole lengths: 7m/9m
Planting depth: 1.3m/1.5m respectively
Pole marker: Black painted letters on yellow background.

c) Stays

LV stays for wooden poles in the Eskom Distribution Standard. Stays are indicated on the drawings by means of the structure codes.

d) Flying Stays

LV flying stays for wood poles in the Eskom Distribution Standard and indicated on the drawings by means of the structure codes.

e) Line Clamps, Connections, Pole Dressing and Mounting Hardware

These shall be in accordance with Eskom Distribution Construction Standards:

i) **Connectors**

Connectors shall be of the insulation piercing type for main and tap conductors, except for the bare neutral when a double PG clamp will be utilized.

The connector housing shall be made entirely of weather resistant plastic materials. No metallic parts outside the housing will be accepted (except for the tightening bolt).

The tightening bolt shall incorporate an over torque shearing head which will allow a clamping torque in conformity with the manufacturer's re-commendations, without the use of any special tools.

No energized parts shall be exposed or accessible by the operators during installation.

ii) **Mounting brackets**

All mounting hardware shall comply with the Eskom Distribution Standard for bare neutral ABC.

Suspensions bracket max. Vertical load	-	700daN
Strain clamps max. Horizontal load	-	1500daN

Brackets are to be manufactured from corrosion resistant materials. Galvanized steel brackets are not acceptable.

f) Surge Arrestors

No surge arrestors are required on the LV system. A 6kV, 10kA impulse surge arrestor will be provided on the LV neutral of the transformer.

1.5 ELECTRICAL INFRASTRUCTURE

The Contractor shall provide the following excavations.

a) Pole holes as required for both MV and LV overhead line systems.

Pole excavations :

5m	-	1200 long 1000 wide 1000 deep
4m	-	1200 long 1000 wide 1000 deep
7m	-	1200 long 1000 wide 1300 deep
9m	-	1200 long 1000 wide 1500 deep
10m	-	1200 long 1000 wide 1800 deep
11m	-	1200 long 1000 wide 1800 deep

b) Strut and stay holes as required for both MV and LV overhead line systems. Strut and stay excavations: 2000 long 1000 wide 1700 deep

c) Trenching for structure and operator earthing systems.

Trench excavation : 300 wide, 600 deep.

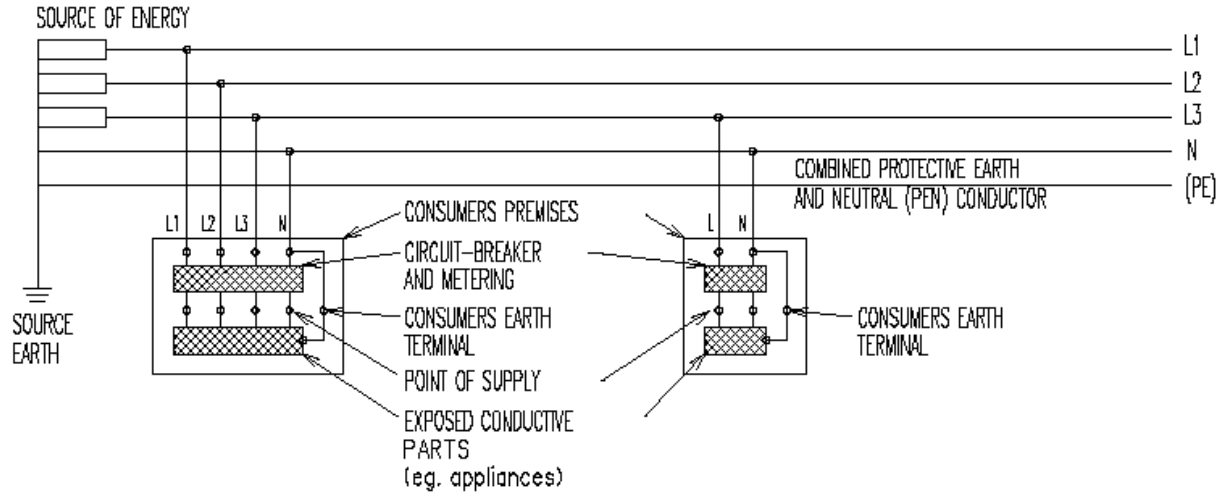
5.6. CLEARANCES

Eskom Standards as well as Occupational Health and Safety Act shall be adhered to. The overhead line routes require a number of both MV and LV crossings over roads. Correct clearance heights as specified in the Eskom Distribution Standard shall be adhered to. Annexure R details clearance requirements.

5.7. EARTHING

In accordance with Eskom Distribution Standard Part 2, with particular reference to:

Earthing system philosophy TN -C - S.



Results of soil resistance survey at 2 points.
Min Cu area : 16mm² stranded
12mm² solid

1* Low Voltage
11 kV system : 30 Ohms
22 kV system : 70 Ohms

1* Medium Voltage
11kV system : 30 Ohms
22kV system : 30 Ohms

NB. : The extent of earthing must be indicated on the Design, Construction and " As Built " drawings.

Allowance shall be made for the supply and installation of the various earthing requirements as listed hereunder.

a) Bonding all pole top and/or crossarm hardware
b) Basic pole earthing - MV and LV systems. (All structures not listed below).
c) Pole mounted transformer tank and MV surge arrestors.
d) Pole mounted transformer LV neutral.
e) LV ABC at first structure from transformer.

5.8 BUDGET ENERGY CONTROLLERS

20A Smart Meters will be supplied in accordance with Eskom's Specification.

5.9 POLE TOP BOXES

A pole-top distribution box shall be used to connect all customers from poles along the LV distributor. The pole-top distribution box shall be in accordance with SCSSCAAH3. The 120A MCB inside the pole-top box

can be used to connect four customers with 20 A supplies. Where a customer with a 60 A supply is to be connected from a pole-top box an additional 63A MCB shall be mounted in parallel with the existing MCB and the customer shall be fed separately.

The pole top distribution boxes are to comply with the requirements of Eskom's Distribution Reticulation Technology, Electrification Standard as and where applicable.

b) Two-way distribution boxes are to be equipped with 1 x 50A circuit breaker.
c) Four-way distribution boxes are to be equipped with 1 x 50A circuit breaker.
d) Eight-way distribution boxes are to be equipped with 2 x 50A circuit breakers.

The 10mm² core of the service cable shall be used to supply the 63 A MCB from the 50 A MCB as indicated in drawing D-DT-0363. Where a project consists of only 60 A connections a pole-top box with a 120 A MCB shall be used. The 120 A MCB can be used to connect four customers with 60 A supplies. The pole-top box shall be secured to the pole stainless steel strapping D-DT-3131.

5.10 INTERNAL HOUSE INSTALLATION

Only installations with COC's will be connected. ECU's with 4-way outlet boxes will be installed if no electrical installation exits in dwellings

5.11 RETICULATION DIAGRAMS

The entire electrical reticulation map of the village whereas.
Shayamoya Phase 2 Electrical Reticulation Final Design

C3.4 PARTICULAR SPECIFICATIONS

PART EMS: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C 3.3.1 : ENVIRONMENTAL MANAGEMENT SPECIFICATION

EMS.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 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. Minimise 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 minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

EMS.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 CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

EMS.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.

EMS.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.

EMS.5 Access

Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.

Access roads utilised by the Contractor must be maintained in good condition.

EMS.6 Borrow Pits

- Mining authorisations (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.

EMS.7 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.
- 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.

EMS.8 Fauna

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

EMS.9 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.

EMS.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

EMS.11 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.

EMS.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 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.

EMS.13 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.

EMS.14 Rivers and Streams

- During construction of bridge 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.

EMS.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

EMS.16 Soil Management

- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- 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 off in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

EMS.17 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 exceed the national speed limits on public roads or exceed the recommended speed limits on the site.

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 litter along the roadsides, including both the public and private roads.

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.

EMS.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

EMS.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

EMS.20 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 minimise 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 C11 and C16.

iii3.4 PARTICULAR SPECIFICATIONS

PART PD: DAYWORK

This part of the Particular Specifications deals with the provision for day-work in the Schedule of Quantities. Rates for day-work shall be entered in the Schedule of Quantities in accordance with the following specifications.

ivPD1. SCOPE

According to Clause 48 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the day-work schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a day-work basis is included in the Schedule of Quantities. The quantities used in the Schedule of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 49 of the General Conditions of Contract 2015.

No work will be paid for as day-work without the written instruction or approval of the Engineer.

vPD2. TYPE OF WORK

The Engineer may order day-work in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Day-work will only be used in exceptional circumstances.

viPD3. MATERIALS

Materials for use in works carried out under day-work shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials.

Materials shall be paid for using the method described in C2.1, 'Pricing Instructions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in day-work with his day-work claim to the Engineer. Further, if specific materials are required for day-work, quotations will be called for as per Clause 48 of the General Conditions of Contract 2015.

PD4. CONSTRUCTION PLANT HIRE

Where day-work is ordered, the tendered rates for plant hire in Section C10.01 of the Schedule of Quantities shall be used in calculating the payment due for any plant required to execute the day-work. If no rate is included in the Schedule of Quantities for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the day-work method of payment described in Clause 48 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the day-work.

viiPD5. SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing day-work shall be paid for using the tendered rates in the Schedule of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the day-work.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to

be covered by the day-work rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

viiiPD6. MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of day-work.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 48 and 48 of the General Conditions of Contract 2015 with regard to the submission of day-work claims.

ixC3.4 PARTICULAR SPECIFICATIONS

PART OHS: OHS ACT 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 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.5 of the Contract document, the status of the Contractor as mandatary 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 2003.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2003, 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 aspects of this project carry the risk of possible injuries,

- People becoming complacent and not keeping an eye on the operation being conducted
- People standing out of view of the driver of a construction machine
- People "catching" a lift on the machine and falling under the machine after it hits a hump
- Trying to do a task with the machine for which it is not designed
- Poor visibility while performing tasks that generate excessive dust
- Failure to provide the pedestrians and traffic a safe passage away from the plant processing the layer works and surfacing operations.
- Risks of not wearing proper safety equipment when working with bitumen and cement.
- Failure to provide means of access for emergency vehicles
- Risks related to people smoking near potentially harmful gasses
- Failure to perfom visual inspections on all surfacing equipment
- Non-conformance to specifications with regards to fitting all construction vehicles with reverse alarms
- Operation and maintenance on the site of heavy civil engineering plant such as excavators, bulldozers, front end loaders, tippers, TLBs, compaction equipment, rock breaking plant, water pumps, concrete mixers, ready mixed concrete trucks, batch plants, cranes, concrete pumps, compressors, pneumatic tools, generators, etc.
- Use on the site of power tools and hand tools.
- Handling of materials such as scaffolding, formwork, timber planks, steel wire, reinforcement, cement bags, concrete materials and hand stone.
- Storage and handling of flammable materials such as fuels, oils, adhesives, and painting and cleaning products including bituminous paint.
- Presence of open excavations for the manholes and storm water pipe trenches.
- Lifting and lowering of concrete pipes
- Possible need for boatswain's chairs 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 necessarily 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 2015 and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2003. "**Employer**" and "**client**" are 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 2015.

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 mandatary, 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 2015. 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

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction. Tenderers must forward a copy of this Specification to all other persons or organisations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their own Health and Safety Plan, relevant to their particular operation, and for compliance with the Health and Safety requirements during construction. Payment items are included in the 'Schedule of Quantities' for compliance with the 'Occupational Health and Safety Act' and with this Specification.

Tenderers are required to complete Form J, 'Contractor's Health and Safety Declaration' of T2.2, 'Returnable Schedules required for Tender Evaluation Purposes'.

Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely and in accordance with the Construction Regulations.

OHS4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, 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;

(d) excavation work deeper than 1,0m; or

(e) 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 as Annexure A to this Specification. 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 HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan to comply with the requirements of Construction Regulation 4(1)(a) and in compliance with this Health and Safety Specification. This must include a risk assessment performed and recorded in writing by a competent person (refer to Regulation 7 of the Construction Regulations 2003).

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 Health and Safety Plan 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

OHS 6.1 Health and Safety Plan

The Contractor shall appoint in writing his employees and any subcontractors to be employed on the contract, 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.

OHS 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

OHS 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.

OHS 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.

OHS 7.3 Health and safety representatives

In terms of **Sections 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 50 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 basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

OHS 7.4 Health and safety committee

In terms of Section **19 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, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

OHS 7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work in 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 7 of the Construction Regulations;

(b) Fall protection as described in Regulation 8;

(c) Suspended platform operations as described in Regulation 15;

(d) Material hoists as described in Regulation 17;

(e) Batch plant operations as described in Regulation 18;

(f) Explosive powered tools as described in Regulation 19;

(g) Cranes as described in Regulation 20;

(h) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);

(i) Control of all temporary electrical installations on the construction site as described in Regulation 22;

(j) Stacking and storage on construction sites as described in Regulation 26; and

(k) Inspections of fire equipment as described in Regulation 27.

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, subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

(l) A copy of the OHSA 1993 Construction Regulations 2003;

(m) A copy of this Health and Safety Specification;

(n) A copy of the Contractor's Health and Safety Plan (Regulation 4);

(o) A copy of the Notification of Construction Work (Regulation 3);

(p) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));

(q) A copy of the risk assessment described in Regulation 7;

(r) A fall protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;

(s) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;

(t) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));

(u) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));

(v) A notice must be affixed around the bases of the towers of material hoists to indicate the maximum mass load which may be carried at any one time by material hoists (Regulation 17(5));

(w) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));

(x) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulation 18(9));

(y) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));

(z) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

OHS 9 CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 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 (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.5 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under consideration.

***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

OHS 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 required during the construction process.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clause E7 paragraphs E7.1 to E7.5 above 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 clause E8 above is regarded as a normal duty of the Contractor for which payment is deemed to be included in the Contractor's tendered rates and prices, and for which no additional payment will be considered except to the extent provided in item B13.06 of the Schedule of Quantities.

x

xi
xiiANNEXURE A (to H&S specification)

xiii

*xiv**To : The Provincial Director, Department of Labour, ……***

xv
xvi
xvii
xviii<u>ANNEXURE A</u>

xix

xxOCCUPATIONAL HEALTH AND SAFETY ACT, 1993

xxiRegulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:

……

(b) Name and telephone number of principal contractor's contact person:

……

2. Principal contractor's compensation registration number:

……

3. (a) Name and postal address of client:

……

……

(b) Name and telephone number of client's contact person or agent:

……

4. (a) Name and postal address of designer(s) for the project:

……

……

(b) Name and telephone number of designer's contact person:

……

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulations 6(1):

ANNEXURE A - Continued

……

6. Name/s of principal contractor's subordinate supervisors on site appointed in terms of regulation 6(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:

.....

12. Planned number of contractors on the construction site accountable to principal contractor:

.....

13. Name(s) of contractors already chosen:

.....

ANNEXURE A - Continued

…….. ……

Principal Contractor ***Date***

…….. ……

Client ***Date***

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

C3.4 PARTICULAR SPECIFICATIONS

PART EPW: REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

This section provides specifications with regard to the following:

(a) The Expanded Public Works Programme (EPWP); and

(b) The National Youth Service (NYS) programme, which is a government programme implemented by the National Department of Public Works forming part of the Expanded Public Works Programme (EPWP).

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP and NYS programmes.

Furthermore, in order to avoid duplication of training programmes and training facilities, all structured training, including the training for Small Contractor Development (SCD), (in those instances where SCD is included in the contract), shall be measured and paid for in terms of the pay items provided in this section.

1. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

1.1 Labour-Intensive Construction (LIC), supervision and management for the Expanded Public Works Programme (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and plant, where labour is preferred and plant is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015”.

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (http://www.epwp.gov.za/).

Items scheduled for labour-intensive construction are marked with the letters “LI” in the schedule of quantities in the manner described in the Pricing Instructions.

Contractors shall note that they shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the

aforementioned guidelines:

- Foremen / Supervisors at NQF level 4 “National Certificate: Supervision of Civil Engineering Construction Processes”;
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers’ daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause 3 of this section.

1.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and

- Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (http://www.epwp.gov.za/).

1.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-intensive works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the War Room convener for each relevant ward, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or

semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project, shall include for a minimum allocation of:

- 60% women;
- 55% youth who are between the ages of 16 and 35; and
- 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor. The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-intensive works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1: 20

1.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this section: Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

1.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

(a) brief EPWP workers on the conditions of employment;
(b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
(c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
(d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be:

R _____ per task (for task-rated workers);

Or

R 140.00 per day (for time-rated workers).

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme. *(Compiler to note that this minimum wage rate applies when an EPWP worker is engaged in formal classroom training).*

Tasks set by the Contractor shall be such that:

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

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken

per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

1.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause 4 below.

1.7 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

(a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
(b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
(c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
(d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
(e) ensure that all participants receive induction on site safety prior to commencing with work on site;
(f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
(g) provide safe on-site storage facilities for apparel and tools issued to the participants;
(h) assist in the assessment of participants with regard to their competencies;
(i) provide overall supervision and day-to-day management of participants; and
(j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

1.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHSA 1993 Health and Safety Specification and the Contractor's site-specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

(a) Compulsory PPE issued to all EPWP workers for use during general work activities:

- Protective overalls (two sets), orange in colour, with EPWP branding;
- Lime green reflective safety vest with EPWP branding;
- Protective footwear: and
- Protective gloves.

(b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site-specific health and safety plan and accompanying risk assessments, such as:

- Protective headwear, orange in colour, with EPWP branding;
- Protective eyewear such as spectacles and goggles;
- Protective face shields
- Protective earplugs and earmuffs
- Respiratory masks
- Disposable safety apparel
- Kidney belts
- Safety harnesses; and
- Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- where the employee requests the issue of additional PPE in excess of what is prescribed;
- where the employee has patently abused or neglected the issued PPE leading to early failure; or
- where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the schedule of quantities.

1.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the schedule of quantities for this purpose.

1.10 Payment matters relating to the EPWP work

1.10.1 General

No separate pay items shall be provided in terms of the schedule of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

1.10.2 Payment for labour-intensive components of the work

Payment will be made for items which are designated for labour-intensive construction in the schedule of quantities only in those instances where such items are constructed using labour-intensive methods.

Any unauthorised use of plant to carry out work which was scheduled to be carried out using labour-intensive methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-intensive methods.

1.10.3 Penalty applicable to any shortfall in the local labour content achieved

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of the Special Conditions of Contract.
The financial penalty shall be calculated as follows:

$$P = 0{,}05 \times [(E - E_o)/100] \times C_A$$

Where:

E is the specified minimum percentage for local labour content

E_o is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract

C_A is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)

P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause 1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour. Failure by the Contractor to achieve the interim target shall result in the Contractor being liable for a financial penalty as prescribed in this clause.

2. NATIONAL YOUTH SERVICE (NYS)

Note: The Contractor shall not be required to employ NYS workers in terms of this contract.

3. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause 3.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause 3.2 below.

3.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this section of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

3.1.1 Participant (local labour) data

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

(a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.

(b) Participant profiles – nationality, gender, age, education level and disability status.

(c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.

(d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes

3.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided

by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The data shall include:

(a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.

(b) Summary of monthly attendance.

3.1.3 Project payment data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

(a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or

(b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

3.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

(a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).

(b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.

(c) Number of Full Time Equivalents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.

Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project.

(e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).

(f) Training information

3.2 Project data to be submitted with the Contractor's payment certificates

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- Certified ID copies of all local labour employed as EPWP participants;
- Attendance registers for the EPWP participants;
- Proof of payment of EPWP participants; and
- Information as required in terms of the EPWP Data Collection Tool template

4. PROVISION OF STRUCTURED TRAINING

4.1 Scope of structured training

In order to avoid duplication of training programmes and training facilities, all structured training, shall be implemented, measured and paid for in accordance with the requirements of this section: Requirements of the Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications.

Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

- The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.
- The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless,

the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

(a) Generic skills training

(b) Entrepreneurial skills training
(c) Construction skills training; and
(d) In-service training

Generic skills training and in-service training shall be provided to all EPWP participants.

Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only.

Entrepreneurial skills training comprises both management skills training and business development skills training.

Construction skills training comprises specific on-task skills training.

4.2 Training provider and trainers

The Contractor shall be required to procure the services of a training provider accredited by the Construction Education and Training Authority (CETA).

The training provider shall have in its employ trainers who are registered as assessors with the Construction Education and Training Authority (CETA), and who shall deliver the training.

Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer's Agent. Such accreditation and registration shall be current and valid, and the proof submitted shall include the NQF levels and unit standards for which each trainer is accredited.

4.3 Skills analysis and selection of targeted EPWP participants

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels of the persons employed on the Site shall provide a basis to guide the Contractor and the training provider on how to conduct the selection process.

The Contractor shall therefore conduct a skills analysis of the local labour and Targeted Enterprises employed, in order to determine the formal education qualifications of each employee.

The Contractor, in conjunction with the training provider, shall then identify those *persons that display the potential to benefit from such structured entrepreneurial and construction skills training as may be provided for in the contract, and shall make recommendations in this* regard to the Employer's Agent.

The final candidates selected for such training shall be decided between the Contractor and the Employer's Agent (or by the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable).

4.4 Structured training programmes

The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial and *construction skills training.*

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date.

All training shall take place within normal working hours, or as otherwise agreed with the learners.

The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website **www.saqa.org.za):**

D1. **D2. ENTREPRENEURIAL SKILLS TRAINING** **D3.**				
D4. **D5. QUALIFICATION TITLE** **D6.**	**D7.** **D8. SAQA QUALIFICATION ID**	**D9.** **D10. NQF LEVEL**	**D11.** **D12. MINIMUM CREDITS**	**D13.** **D14. PURPOSE OF QUALIFICATION**
D15. NATIONAL CERTIFICATE: SUPERVISION OF CONSTRUCTION PROCESSES	**D16. 49053**	**D17. LEVEL 4**	**D18. 176**	**D19. LEARNERS FOUND COMPETENT AGAINST THIS QUALIFICATION WILL BE ABLE TO EXECUTE THE SUPERVISION OF CONSTRUCTION PROCESSES, WITH SPECIALISATIO**

				N IN A SPECIFIC CONTEXT **D20.** **D21.**

(Compiler to liaise with the project manager regarding any further possible entrepreneurial skills training qualifications required for the contract).

The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website **www.saqa.org.za):**

D22. **D23. CONSTRUCTION SKILLS TRAINING**				
D24. **D25. QUALIFICATION TITLE** **D26.**	**D27.** **D28. SAQA QUALIFICATION ID**	**D29.** **D30. NQF LEVEL**	**D31.** **D32. MINIMUM CREDITS**	**D33.** **D34. PURPOSE OF QUALIFICATION**
D35. NATIONAL CERTIFICATE: SUPERVISION OF CONSTRUCTION PROCESSES	**D36. 49053**	**D37. LEVEL 4**	**D38. 176**	**D39. LEARNERS FOUND COMPETENT AGAINST THIS QUALIFICATION WILL BE ABLE TO EXECUTE THE SUPERVISION OF CONSTRUCTION PROCESSES, WITH SPECIALISATION IN A SPECIFIC CONTEXT** **D40.**

				D41.
D42. NATIONAL CERTIFICATE: CONSTRUCTION: ELECTRICAL WORKS D43.	D44. 24173	D45. LEVEL 3	D46. 155	D47. THIS QUALIFICATION IS FOR PERSONS WHO WORK OR INTEND TO WORK WITHIN A CONSTRUCTION CONTEXT ON A SITE, AND WHO SEEK RECOGNITION FOR ESSENTIAL SKILLS IN CONSTRUCTION OPERATIONS IN ELECTRICAL WORKS
D48. NATIONAL CERTIFICATE: CONSTRUCTION: ELECTRICAL WORKS	D49. 24133	D50. LEVEL 2	D51. 120	D52. THIS QUALIFICATION IS FOR PERSONS WHO WORK OR INTEND TO WORK WITHIN A CONSTRUCTION CONTEXT ON A SITE, AND WHO SEEK RECOGNITION FOR ESSENTIAL SKILLS IN CONSTRUCTION OPERATIONS IN ELECTRICAL WORKS

D53. NATIONAL CERTIFICATE: OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT	**D54. 74269**	**D55. LEVEL 2**	**D56. 120**	**D57. THIS QUALIFICATION IS TO EQUIP LEARNERS WORKING IN ANY TYPE OF WORKPLACE WITH A BROAD UNDERSTANDING AND KNOWLEDGE OF OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENTAL (HSE) CONCEPTS AND PRACTICES WITH SUFFICIENT DETAIL TO ENABLE THEM TO FUNCTION IN A SAFE AND HEALTHY WAY AND TO DEAL WITH HEALTH AND SAFETY PROBLEMS AND ISSUES**

The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent, and the Contractor shall, if so instructed by the Employer's Agent, alter or amend the programmes and the course content to meet any additional needs identified.

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

(a) the provision of the trainers;
(b) the provision of a suitable secure venue completes with adequate furniture, lighting, air conditioning, power and ablution facilities;
(c) the provision of all necessary stationery, consumables and study materials;
(d) the transportation of the learners to and from the training facility;
(e) the payment of wages to all learners during the classroom training at a rate equal to the minimum

wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme

(f) the provision of any relevant Personal Protective Equipment (PPE) required for the training;

(g) additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued, and shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

4.5 In-service training

The Contractor shall, from the commencement of the contract, implement an in-service training programme in which the various skills required for the execution and completion of the Works are imparted to the EPWP participants engaged thereon.

Throughout the duration of the contract, the EPWP participants shall be trained progressively through the various stages of each particular type of work in which they are engaged, and their work shall be supervised and monitored and their methods corrected where necessary.

The in-service training programme shall be submitted with the initial Works programme. The Contractor shall record the progress in relation to this programme on a monthly basis, and this progress report shall be incorporated in the monthly site meeting minutes and the payment certificate.

The Contractor shall provide sufficient skilled and competent trainers to train all EPWP participants engaged on the contract in the various skills required to enable them to carry out the required construction activities.

The in-service training of EPWP participants shall take place before commencement of the relevant construction activity, and the Contractor shall take into account in his programme the lead time required for such training. All in-service training shall be deemed to be an element of the relevant construction activity.

All formal in-service training shall be documented in terms of the EPWP Data Collection Tool template, and shall be accompanied by an attendance register of the EPWP participants on the applicable days.

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor's in-service training obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the schedule of quantities.

On termination of their employment, the Contractor shall provide each EPWP participant engaged on the contract with a certificate of service on which the following information shall be recorded:

- the name of the Contractor;
- the name of the project / contract;

- the name of the employee;
- the nature of the work satisfactorily executed by the EPWP participant and the time spent thereon
- the nature and extent of training provided to the EPWP participant; and
- the dates of service.

4.6 Training venue facility

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the SANS 10142 standard specifications. In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

This facility shall be used to deliver all training.

The facility shall accommodate a class of up to 25 learners and shall comprise the following:

(a)	Lecture room (interior area)	=	48 m^2
(b)	Ablutions (male)	=	6 m^2
(c)	Ablutions (female)	=	6 m^2
(d)	Chairs for learners (individual chairs, with backs)	=	25 off
(e)	Desk area for 25 learners (500 mm width)	=	12,5 m^2
(f)	Chairs for trainers and management (individual chairs, with backs)	=	5 off
(g)	Table area for trainers and management	=	3 m^2
(h)	220/250 volt power points	=	6 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	6 off
(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off
(k)	Wash hand basins complete with taps and drains	=	4 off
(l)	Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	=	2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	4 off
(n)	Voltage stabilizers	=	2 off
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	=	2 off
(p)	White boards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	12 m^2

5. MEASUREMENT AND PAYMENT

Item **Unit**

5.01 Provision of the training venue facility, including the cost of transporting the learners to and from this facility……...lump sum (Sum)

The tendered lump sum for sub item 5.01 shall include full compensation for the provision of the training

venue facility complete and serviced as specified, including for the provision of power, water, sewerage and cleaning services for the duration of the contract, for lighting, power points and voltage stabilizers, for air conditioning, blinds, fire extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract.

The tendered lump sum shall also include full compensation for transporting the learners on each day of training from their place of work to this training venue facility, and back again after the training for the day has been delivered by the accredited trainers.
Payment of the lump sum shall be made in three instalments as follows:

The first instalment, 50% of the lump sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue facility, complete and serviced as specified, and the facility has been successfully commissioned for use.

The second instalment, 35% of the lump sum, shall be paid when 75% of the training courses proposed in accordance with the Contractor's approved structured training programme have been delivered to the learners by the accredited trainers.

The third and final instalment, 15% of the lump sum, shall be paid when all training has been concluded and the facility has been dismantled and removed from the site.

Item **Unit**

5.02 Training of learners employed by the main contractor or by the Targeted Enterprise subcontractors:

(a) Generic skills:

(i) Training costs ……provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem F5.02(a)(i) above
……
……percentage (%)

(b) Entrepreneurial skills:

(iii) Training costs ……provisional sum (Prov sum)
(iv) Handling costs and profit in respect of subitem F5.02(a)(i) above
……
……percentage (%)

(c) Construction skills:

(v) Training costs ……provisional sum (Prov sum)
(vi) Handling costs and profit in respect of subitem F5.02(a)(i) above
……
……percentage (%)

(d) Transportation and accommodation costs of selected learners only, while receiving off-site training:

(vii) Training costs ……..…provisional sum (Prov sum)

(viii) Handling costs and profit in respect of subitem F5.02(a)(i) above

…… ……percentage (%)

Expenditure under sub items 5.02(a)(i), (b)(i), (c)(i) and (d)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum for each of sub items 5.02(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic, entrepreneurial and construction skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners, the provision of all training materials including all stationery and study materials, the wages of the learners for the duration of the courses including the associated COIDA and UIF payments, and the provision of any tools and PPE that may be required during those courses incorporating practical training modules. The payment of wages to learners in terms of sub items 5.02(a)(i), (b)(i) and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The tendered percentage for each of sub items 5.02(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of sub items 5.02(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of the training in generic, entrepreneurial and construction skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner.

The provisional sum for sub item 5.02(d)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected to receive such off-site training and where such training cannot be delivered using the training venue facility provided by the Contractor in terms of sub item 5.01.

The tendered percentage for sub item 5.02(d)(ii) is the percentage of the amount actually spent under sub item 5.02(d)(i), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.

Item **Unit**

5.03 Payments associated with the NYS programme only:

(a) Employment of NYS workers……..... provisional sum (Prov sum)

(b) Provision of tools and apparel for the NYS workers…….provisional sum (Prov sum)

(c) Handling costs and profit in respect of subitems F5.03(a) and (b) above…….....percentage (%)

(d) Training of NYS workers:
  (i) Provision of training for the NYS workers…….. ….provisional sum (Prov sum)
  (ii) Handling costs and profit in respect of subitem F5.03(d)(i) above……percentage (%)

(e) Liaison with the Employer's project manager and the training service provider:
  (i) Liaison conducted by the Construction Manager…….....hour(h)
  (ii) Liaison conducted by the senior site foreman…….hour (h)

The provisional sums provided under sub items 5.03(a) and (b) shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under sub item 5.03(a) shall be used to cover the cost of employment payments made by the Contractor to the NYS workers, including the associated COIDA and UIF payments, all as authorised by the Employer's Agent.

The provisional sum under sub item 5.03(b) shall be used to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

The tendered percentage under sub item 5.03(c) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum sub items 5.03(a) and (b), and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the NYS programme implementation.

The provisional sum under sub item 5.03(d)(i) shall be used to cover all costs associated with the provision of training for the NYS workers, including the cost of procuring the services of the accredited trainers and their delivery of the training courses to the NYS workers, and the provision of all training materials including all stationery and study materials.

The tendered percentage under sub item 5.03(d)(ii) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum sub item 5.03(d)(i), and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the provision of training for the NYS workers, including for the costs of record keeping and reporting with respect to the training received by each NYS worker.

The unit of measurement for sub items 5.03(e)(i) and (ii) shall be the hour. The tendered rates shall include full compensation for all costs related to the Construction Manager and the senior site foreman respectively for time spent at formal liaison meetings authorised and convened by the Employer's Agent for the specific purpose of liaising with the Employer's project manager and / or the training service provider. The payment shall be made only for the time spent in the formal meeting itself. No payment shall be made for time spent during any other on-site liaison, telephonic liaison, e-mail or written correspondence liaison between these parties, or for liaison conducted with the Employer's project manager and / or the training service provider by any other member of the Contractor's site staff or head office personnel, the cost of all of which shall be deemed to be included in the Contractor's time-related obligations under sub item B13.01(c).

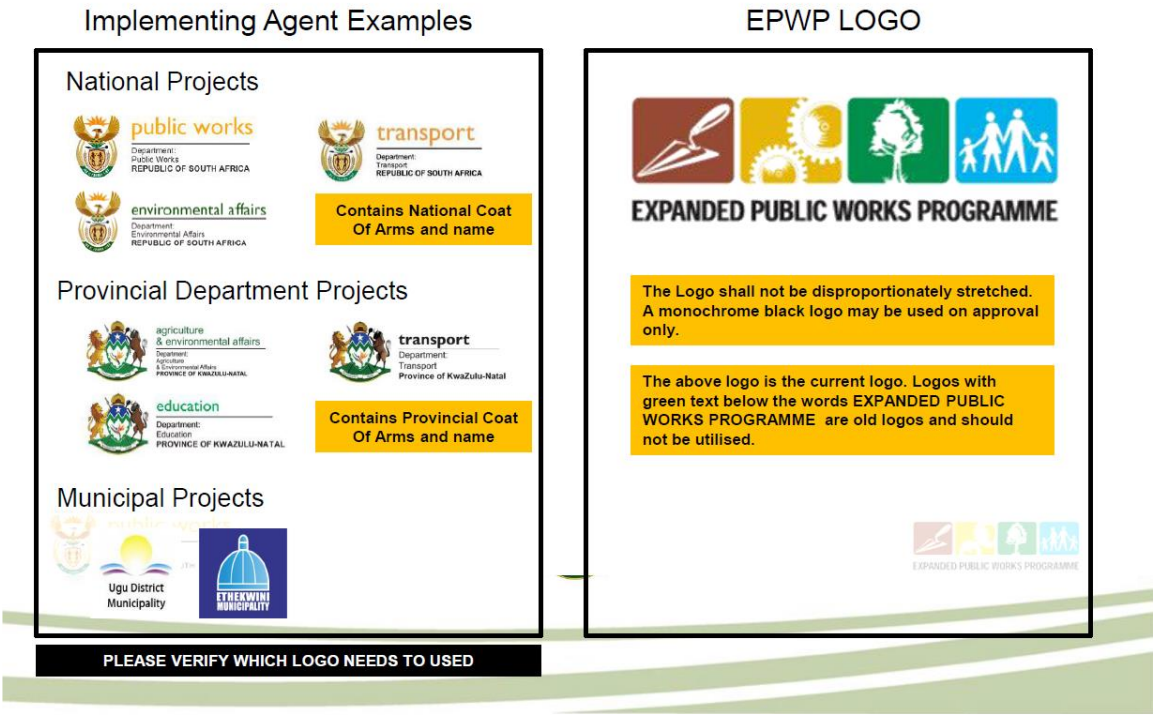
Practical Examples

Printing on PPE

PPE (Overalls) shall be orange with/without reflective tape and shall be branded as follows:

- EPWP logo (printed or embroidered) on the left front pocket location i.e. over the heart position. (full colour)
- Implementer's Logo on the right front pocket (printed or embroidered) location (full colour)
- The height of the provincial logo (including text) shall exceed the height of the EPWP logo (including text)
- The letters EPWP on the back of the PPE in BLACK
- The program name e.g. Vuk'uphile is to be printed on the left sleeve of short sleeved apparel and may not have to be placed on long sleeved apparel.
- Where required orange safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the works ever allow for labour to work without high visibility vests.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.

Logo Options



PROJECT SIGNBOARD

PRO FORMA EPWP CONTRACT OF EMPLOYMENT

Contractor's Logo

EXPANDED PUBLIC WORKS PROGRAMME

This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herein.

EPWP CONTRACT OF EMPLOYMENT between

Employer Details

Name	Click or tap here to enter text.	**Address**	Click or tap here to enter text.
Telephone	Click or tap here to enter text.		
Email	Click or tap here to enter text.		
Contact	Click or tap here to enter text.		

And

Employee Details

Name	Click or tap here to enter text.	Surname	Click or tap here to enter text.
ID:	Click or tap here to enter text.	Cell	Click or tap here to enter text.
Sex (M/F)	Male ☐ Female ☐	Disability	Yes ☐ No ☐
Primary Language	Click or tap here to enter text.	Physical Address	Click or tap here to enter text.
Other Languages	Click or tap here to enter text.		
Highest Education Level Achieved	Click or tap here to enter text.	Local Municipality	Click or tap here to enter text.
Other qualifications	Click or tap here to enter text.	Ward	Click or tap here to enter text.
Grant Received (Y/N)	Yes ☐ No ☐	Grant type:	

Employment Details

Name of project:	Click or tap here to enter text.		
Job Title:	Click or tap here to enter text.		
Duties:	Click or tap here to enter text.		
Contract Start Date	Click or tap here to enter text.	Contract Finish Date	Click or tap here to enter text.
The wage per task/day is:	**R** Click or tap here to enter text. **/** Hour/Day/task *(Specifier to select correct rate)*		

Special Conditions

You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons: a) The contractor does not get additional contracts from the EPWP. b) Funding for the programme in your area comes to an end. c) Underperformance: first offence – final written warning. Second offence – dismissal.	Payment a) You will be paid a fixed amount stipulated above for completing a fixed amount of work. b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day. c) You will only be paid for work completed. d) Payment during classroom training shall be R /day
Personal Protective Clothing will be supplied to the employee by the employer depending on the work to be performed, and will remain the property of the employee provided that the employee has worked for at least 3 months.	

Acceptance

Employer Name:	Employer Signature:	Employee Name:	Employee Signature:
Witness 1 Name:	Witness 1 Signature:	Witness 2 Name:	Witness 2 Signature:

APPENDIX E – Conditions of Service

1. Introduction

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

1.2. 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 an EPWP;

c) "worker" means any person working in an elementary occupation on an 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.

2. Terms of Work

2.1. Workers on an EPWP are employed on a temporary basis.

2.2. A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.

2.3. Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

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

a) more than forty hours in any week

i. on more than five days in any week; and

ii. for more than eight hours on any day.

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.

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.

4. Meal Breaks

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

4.2. An employer and worker may agree on longer meal breaks.

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.

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.

5. Special Conditions for Security Guards

5.1. A security guard may work up to 55 hours per week and up to eleven hours per day.

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.

6. Daily Rest Period

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

7. Weekly Rest Period

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

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.

Employer	Employee

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

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.
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.
14.4. A time-rated worker will be paid at the end of each month.
14.5. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
14.6. Payment in cash or by cheque must take place –
a) at the workplace or at a place agreed to by the worker;
b) during the worker's working hours or within fifteen minutes of the start or finish of work;
c) in a sealed envelope which becomes the property of the worker.
14.7. 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.
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
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.

15. Deductions

15.1. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
15.2. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
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.
15.4. An employer may not require or allow a worker to –
a) repay any payment except an overpayment previously made by the employer by mistake;
b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
c) pay the employer or any other person for having been employed.

16. Health and Safety

16.1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
16.2. A worker must –
a) work in a way that does not endanger his/her health and safety or that of any other person;
b) obey any health and safety instruction;
c) obey all health and safety rules of the 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.

17. Compensation for Injuries and Diseases

Employer	Employee

17.1. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
17.2. A worker must report any work-related injury or occupational disease to their employer or manager.
17.3. The employer must report the accident or disease to the Compensation Commissioner.
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.

18. Termination

18.1. The employer may terminate the employment of a worker for good cause after following a fair procedure.
18.2. A worker will not receive severance pay on termination.
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.
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.
18.5. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19. Certificate of Service

19.1. 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.
Either party can terminate this agreement with four weeks written notice. In the case where an employee is illiterate notice may be given by that employee verbally.

Employer	Employee

EPWP DATA COLLECTION TOOL TEMPLATE
(PRO FORMAS OF MICROSOFT EXCEL SPREADSHEETS)

EPWP REGISTRATION FORM		
Field requested	**Description if needed**	**Please complete the sections in white**
Project Details		
Profile ID	*Generated by the system*	
Project Name	*The name of the project*	
Project Reference Number	*Contract number*	
Project description	*Full description of what is happening in the project (as per the appointment letter) and the **community benefiting from the project***	
Duration		
Project Start Date	*Planned Start date of the particular contract*	
Project End Date	*Planned End date of the particular contract*	
Estimated Budget	*Overall Contract budget (excluding professional fees) for Current Financial Year*	
Project Location		
Province	*In which province is the project implemented?*	**EC**
District Municipality	*Under which District Municipality does this project falls?*	
Local Municipality	*Under which Local Municipality does this project falls?*	
Latitude (in decimal format)	*Is generated by the system*	
Longitude (in decimal format)	*Is generated by the system*	
Project Location per site		
Locality name	*Where exactly is the project implemented? **(Ward name)***	
Subplace	*Town / Village*	
Ward	*The project site is located in which ward?*	
Government facility	*Landmark near the project (Post office/school/clinic/library)*	
Spatial Data Type	*Geopoint (structure)/ Line (road)/ Polygon(area)*	
Site physical address	*Physical address of the site office*	
Public Body Details		
Public body sphere	*In which sphere is the project implemented? (National, Provincial or Municipal)*	**Municipal**
Reporting public body that is the project owner (and will report on the project)	*Which Institution or Department that owns / approved this project (Education, Health, City of Tshwane Metro etc.)*	
Department in the Public body that is responsible for the project	*Which department /unit is responsible for this project? (e.g. Roads & storm water, Education, Community safety etc.)*	
Implementing public body type	*In which sphere is this project implemented? (Metro,Distr,Mun, National or Provincial Dept.)*	
Public body that will implement the project	*Which institution that implements the project?*	
Project Implementation		
Is this the project on the municipal IDP	*Yes / No*	**N/A**
IDP reference number allocated to the project	*The number reflected in your Municipal IDP document*	**N/A**

EPWP Details		
EPWP Sector	*The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)*	**Infrastructure**
EPWP Programme	*The project is implemented under which programme?*	
EPWP Sub Programme	*The project is implemented under which sub-programme?*	

EPWP BUSINESS FORM		
Field requested	***Description if needed***	**Please complete the sections in white**
Project Details		
Profile ID	*Generated by the system*	
Project Name	*The name of the project*	
Project Reference Number	*Contract number*	
Project description	*Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project*	
Duration		
Project Start Date		
Project End Date		
Estimated Budget	*Project Budget*	
Project Location		
Province		EC
District Municipality	*Under which District Municipality does this projects falls*	
Local Municipality	*Under which Local Municipality does this projects falls*	
Latitude (in decimal format)	*GPS coordinates*	
Longitude (in decimal format)		
Public Body Details		
Public body sphere	*Such as Municipal or Provincial*	Municipal
Reporting public body that is the project owner (and will report on the project)	*Which Department approved the project in (education, Health etc.)*	
Department / Unit in the Public body that is responsible for the project	*Which Department budgeted for the project e.g. Education, Health Directorate*	
Implementing public body type	*Example(Local Municipality, Distr. Mun or Provincial Dept.*	Municipal
Public body that will	*Infrastructure, Environment or Social*	

implement the project		
Is this project on the Municipal IDP	*Municipal projects*	N/A
IDP reference number allocated to the project		N/A

EPWP Details		
EPWP Sector	*The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)*	Infrastructure
EPWP programme	*The project is implemented under which programme?*	
EPWP Sub Programme	*The project is implemented under which sub-programme?*	
Budget Amount-(Allocations for the project duration)		
Funding Body	*Which Dept. is funding the project*	
Funding Year	*Financial year/s for the project*	
Total Budget Amount	*(Exclude Professional Fees)*	
Incentive Grant(e.g. landcare / EPWP grant)	*Grant funding received*	
Total wages paid for the duration of the projects	*What amount will be spent on wages during the duration of the project*	
Wage Rate	*Daily Wage rate to be paid during productive work*	
Stipend Rate	*Daily wage rate to be paid during training*	
UIF	*The amount being paid to UIF (if applicable)*	
COIDA	*The amount being paid to COIDA(if applicable)*	
Training	*What amount will be spent on training*	
Administration	*The Administration costs*	
Equipment and materials	*Budget for Materials and Equipment*	
Other	*If other where chosen describe the other Such as Professional fees)*	
Describe other		
Project Outputs and Training		
Planned Primary Output	*eg walkways, gabions, kerb * channel, km of road constructed*	
Description of Planned Primary Output	*Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc*	
Unit of measure of primary output	*Eg. m, m², m³, km, no, ha etc*	
Planned primary output quantity	*Specify the quanity of output planned*	

Number of persons to be trained	*How many persons are targeted for on job training*	

Contact person		
Title	*Person responsible for the Project in the Public Body (Project Manager)*	
Initials		
First Name		
Surname		
Email		
Tel (Office)		
Fax Number		
Cell Number		
Physical Address 1		
Physical Address 2		
Physical Address 3		
Physical Address 4		
Postal Address 1		
Postal Address 2		
Postal Address 3		
Postal Address 4		
Position of person		

Participant's personal details												Grants	Experience/ Literacy		Location Details		Nation-ality	Household Details			Quality Check				
No	First Name as per ID document	Initials	Surname	ID number	Disability (Y/N)	Education Level	Start Date	End Date	Language ID	Address	Cell Number	Government Grant (Y/N) and Type	Other Language 1	Other Language 2	District Municipality	Local Municipality	Nationality (RSA/ Non-RSA)	Number of people in Household	Number of Dependants in Household	Number of Children attending school	Picture Clear	Text clear	Certification within 3 months of employment	Clear certification Stamp	Commissioner details clear

Participant Training Data													
Course ID	Course Name	Code	Training category (Accredited / non-accredited)	Type of training course (Unit standard, Trade Titles, Short courses, Public body specific)	Start	End (for the entire training duration)	Number of Trainees	Number of Days	Cost (for the entire training course)	Status of training (Not started, In progress, Completed)	Training Provider Name	Training Provider Contact Number	Training Provider Address

EPWP Monthly Progress Form		
Field requested	**Description if needed**	**Please complete the sections in white**
Project Details		
Profile ID	*full descripton of what is happening in the project (as per the appointment letter) and the community benefiting from the project*	
Project Name	*The name of the project*	
Project Reference Number	*Contract number*	
Project description	*Full descripton of what is happening in the project (as per the appointment letter) and the community benefiting from the project*	
Month		
Reporting Month		April
Budget Expenditure		
Cumulative Expenditure Amount	*What is the Overall amount spend on this project?*	
Current Expenditure Amount	*What is the amount spend including all grants for this month?*	
Wages	*How much paid on wages for this month only?*	
UIF	*How much paid on UIF for this month only?*	
COIDA	*How much paid on COIDA for this month only?*	
Stipends for training	*Amount paid to participants whilst on training (this month only)*	
Amount spent on service providers for training	*How much paid to service providers for training for this month only?*	
Training	*Total Cost of training for this month? (number captured on ERS)*	
Administration	*How much paid on administration for this month only?*	
Equipment and materials	*How much paid on equipment and materials for this month only?*	
Other	*How much paid on other?*	
Describe other	*Be specific e.g. Consulting fees, Transport etc.*	
Project output description	*Describe the project output (end product and not the milestone)* ***(e.g. elctrtification)*** *Start with the unit of measure such as number of, kms, ha, sqms etc*	
Unit of measure of primary output	*Eg. m, m², m³, km, no, ha etc*	
Cumulative primary output achieved	*Since the onset of the project*	
Quantity Achieved	*enter numeric output for this month only*	
Percentage achieved	*How much work done / achieved in percentages?*	
EPWP Branding		
Branding compliant	*Yes / No*	
Date that the branding was provided	*When was the project branded?*	
Has a photo of project branding been provided?	*Yes / No*	
First name of Official Who Branded Project	*Official Name*	
Surname of Official Who Branded Project	*Official Surname*	
Phone number of official who erected branding for the project	*Official contact number*	

Give the public body reference and name, and organisational details of the person that provided branding.	*Public body details (reference & name)*	

First Name	Initials	Surname	ID number	Date Of Birth	Wage Rate	Total Paid Days	Amount Paid	Work Days	Training Days Paid	Training Days Non Paid	Total Training Days	Training Course ID	Project Profile ID	Month	Year	Beneficiary Code

C4: SITE INFORMATION

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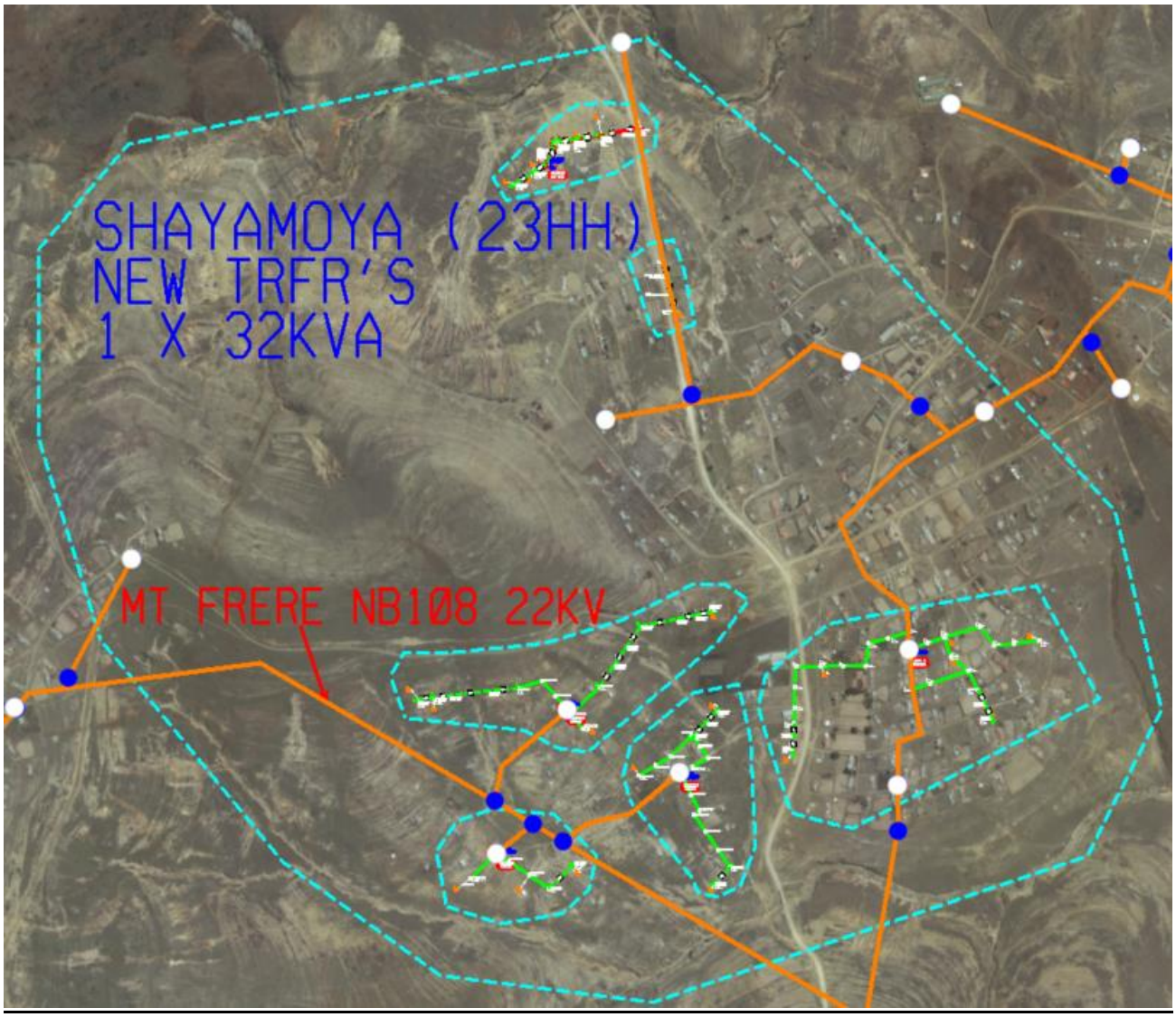
C4.1 LOCALITY PLANS



C4.2 EXAMPLE OF CONTRACT SIGNBOARD DETAILS

C4.3 DRAWINGS